



Bella Mente Montessori Academy

Board of Directors

Scott Moote, President
Caroline Veale, Secretary
Daniel Niebaum, Treasurer

Bella Mente Charter School Board Meeting Agenda June 13, 2023

Meeting Location: 1737 W. Vista Way, Vista, California 92083

Virtual participation: <https://attendee.gotowebinar.com/register/8577522636938297437>

(BMMA endeavors to provide virtual public participation on a voluntary basis. This option may not be provided for all Board Meetings.)

You can also dial in using your phone.

United States: +1 (914) 614-3221

Access Code: 245-911-396

Closed Session: at 6:30 PM

Open Session: when the closed session adjourns

IMPORTANT NOTICE: Members of the public can view the meeting via livestream and can participate in the meeting electronically via GotoWebinar. Members of the public who would like to address the Board may do so in person at the meeting location, or may do so electronically by emailing board@bellamentecharter.org prior to start of the meeting to request a hold card / time to speak, or by responding when the Board Chair confirms public commenters for each item. The hold cards will be issued as early as 6:00pm up until the meeting is called to order. Members of the public need not submit their comments in advance.

CLOSED SESSION: at 6:30 PM (One)

OPEN SESSION: when the closed session adjourns

I. Call to order, roll call and establishment of quorum

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale
				Dan Niebaum

II. CLOSED SESSION (One)

A. Public comment on closed session items

1. In accordance with Government Code Section 54956.8, the Board will meet in closed session to consider: REAL ESTATE MATTERS- (None)
2. In accordance with Government Code Section 54957.6, the Board will meet in closed session to consider: PUBLIC EMPLOYEE EVALUATION - Executive Director Evaluation (One)
3. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Gov. Code

§54956.9(d)(2) and/or §54956.9(d)(4) - (None)

4. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (None)

III. OPENSESSION/REGULARMEETING

Call to order, roll call and establishment of quorum

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale
				Dan Niebaum

A. REPORTABLE ACTION ITEMS CONSIDERED IN CLOSED SESSION

B. NONAGENDA PUBLIC COMMENTS (20 MINUTES TOTAL)

PUBLIC COMMENTS/COMMUNITY MEMBERS: Any member of the public who wishes to speak to an agenda item not on the agenda but regarding school business may do so at this time. The hold cards will be issued as early as 6:00pm up until the meeting is called to order. Individual speakers will be allowed up to three (3) minutes to address the Board on each agenda or non-agenda item, and the Board will limit the total time for public comments on each item to twenty (20) minutes.

In an effort to hear as many speakers as possible, comment times may be shortened by the Board Chair (depending on the number of speakers on any agenda or non-agenda item). The Board Chair may also extend the time limits for comments, and/or may move additional comments beyond a specific time allotment to later in the meeting, in order to provide sufficient time for the Board to conduct the Board's business during the meeting.

Bella Mente Charter School welcomes your participation at Board meetings. Your participation assures us of continuing community interest in our school.

C. APPROVAL OF AGENDA

Recommended motion: Approve the agenda for the June 13, 2023 Board of Directors

Meeting.

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale
				Dan Niebaum

D. DISCUSSION ITEMS

- Executive Director Announcements** - Erin Feeley will provide legislative, safety & risk management, special education updates and fiscal projection updates. ONE
- Charter Vision Board Report** - Janina Arruda, Associate School Business Manager from CSMC will report on CharterVision dashboard monthly report. ONE
- Campus Report**- Patrick Broughton, Director of Compliance will report on performance updates. NONE
- Enrollment Report**- Gladys Espino, Director of Support Services: NONE

E. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

All items listed under the Consent Calendar are considered by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion, unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

1. Master Contract - K12 Health 23-24
2. Cuyamaca Camp Agreement
3. Wilkinson Hadley King & Co LLP 3 Year Audit Contract
4. Aya Okba - Independent Contractor Agreement
5. May 9, 2023 Special Board Meeting Minutes
6. Top Notch Invoice May \$19,912.65
7. Alliant International University Agreement
8. Check registers- May 2023
9. Recommended action on the personnel activity list
10. Cristianna Turvey- Independent Contractor Agreement
11. Kimberly Adams- Independent Contractor Agreement
12. R&R Construction one story upgrade not to exceed \$88,000
13. Schola 6 months- \$19,950
14. CSMC Service Proposal
15. 23-24 Top Notch Agreement

Executive Director's Recommendation: Approve Consent Calendar

Public Comment

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale
				Dan Niebaum

F. DISCUSSION/ACTION ITEMS

1. Discussion and approval of the annual resolution for the Education Protection Account

Executive Director's Recommendation: Approve

Public Comment

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale
				Dan Niebaum

2. Final Read and approval of the 2023-24 Local Control and Accountability Plan (year 3 of 21-24 cycle)

Executive Director's Recommendation: Approve
Public Comment

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale
				Dan Niebaum

3. Discussion and approval of the 2023-2024 Consolidated Application (ConApp) used by the California Department of Education to distribute categorical funds

Executive Director's Recommendation: Approve
Public Comment

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale
				Dan Niebaum

4. Discussion and approval of the 2023-2024 insurance proposal from CharterSafe, JPA for Liability, Property, Workers' Compensation & Employers Liability

Executive Director's Recommendation: Approve
Public Comment

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale
				Dan Niebaum

5. Discussion and approval of the 2022-23 Preliminary Budget as presented by Charter School Management Corporation

Executive Director's Recommendation: Approve
Public Comment

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale
				Dan Niebaum

6. Consideration of New Board Member and Possible Vote

Executive Director's Recommendation: N/A

Public Comment

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale
				Dan Niebaum

IV. ADJOURNMENT

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale
				Dan Niebaum

Next Meeting: August 15, 2023

Instructions for Comments to the Board by Members of the Community

Bella Mente Charter School welcomes your participation at meetings of the Board of Directors. The purpose of the Board's public meeting is to conduct the affairs of the school in public. We hope that you will visit these meetings often and your participation assures us of continuing community interest in our school. To assist you in speaking/participating in our meetings, the following guidelines are provided.

1. The agenda is available to all community members. Please note that the order of consideration of items on the agenda may be changed without prior notice.
2. Community members who wish to speak on any agenda items or under the general category of "Public Comment" will be given an opportunity to do so.
3. "Public Comment" is set aside for members of the community to raise issues that are not specifically on the agenda. However, due to public meeting laws (Brown Act), the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed twenty (20) minutes. Exceptions to these time limits may be made at the discretion of the Board Chair. The Board may give direction to staff to respond to your concerns or you may be offered the option of returning with a citizen requested agenda item.
4. With regard to items that are on the agenda, you may speak for up to (3) minutes when the Board discusses that item. Exceptions to this time may be made at the discretion of the Board Chair.
5. Community members may request in writing that a topic related to school business be considered for placement on a future agenda. Requests should be addressed to the Board Chair and emailed to board@bellamentecharter.org. If such an item is placed on the agenda and publicly noticed, the Board can respond, interact, and act upon the item. There is no right to have an item placed on the agenda.
6. Any person with a disability who requires a modification or a reasonable accommodation, including auxiliary aids or services, to participate in a public meeting of the Board of Directors may request such modification or accommodation by contacting Bella Mente Charter School, 1737 W. Vista Way, Vista, California 92083, or by telephone at 760-621-8931, or by email at board@bellamentecharter.org. Please make any requests at least 12 hours prior to the meeting.
7. For more information concerning this agenda, please contact Bella Mente Charter School, 1737 W. Vista Way, Vista, California 92083, or by telephone at 760-621-8931, or by email at board@bellamentecharter.org.

NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2023-2024

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA BELLA MENTE MONTESSORI ACADEMY

Contract Year 2023-2024

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2023-2024

CONTRACT NUMBER: 20230509E

LOCAL EDUCATION AGENCY: BELLA MENTE MONTESSORI ACADEMY

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: M.J.

Akerland, RN, A Professional Nursing

Corporation DBA K12 Health

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2023, between BELLA MENTE MONTESSORI ACADEMY, hereinafter referred to as the local educational agency ("LEA"), a member of the EL DORADO CHARTER SELPA and M.J. Akerland, RN, A Professional Nursing Corporation DBA K12 Health (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH

consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,

- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents

evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided

in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial

General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student’s IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a

clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in

California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is

unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days

that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 3and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR

LEA

K12 Health
Nonpublic School/Agency

BELLA MENTE MONTESSORI ACADEMY

LEA Name

By: Marianne Akerland 5/5/23
Signature Date

By: _____
Signature Date

MARianne Akerland - Pres
Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

MARianne Akerland

Name and Title

K12 Health

Name and Title Erin Feeley, Executive Director

Nonpublic School/Agency/Related Service Provider

LEA

P.O Box 537

Bella Mente Montessori Academy

Address

Plymouth, CA. 95669

Address 1737 W Vista Way

City

State

Zip

City

Vista

State

CA

Zip

92083

Phone

Fax

Support@k12Health.com

Phone 760-621-8931

Fax 760-417-7365

Email

Email efeeley@bellamentecharter.org

**Additional LEA Notification
(Required if completed)**

Name and Title

Address

City

State

Zip

Phone

Fax

Email

EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: 15,660.00

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____

2) Inclusive Education Program

(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>\$ 125.00</u>	<u>hour</u>
<u>Health and Nursing: Other Services (436)</u>	<u>\$ 125.00</u>	<u>hour</u>
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (no code)</u>		

EXHIBIT B: 2023-2024 ISA**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)Address _____ City _____ State/Zip _____
(If different from student)**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____**Estimated Number of Days** _____ **x Daily Rate** _____ **= PROJECTED BASIC EDUCATION COSTS** _____**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Other (no code)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ 15,600.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

K12 Health

(Name of Nonpublic School/Agency)

Marianne Alexander

(Signature)

5/5/23

(Date)

Marianne Alexander - Pres.

(Name and Title)

(Name of LEA/SELPA)

(Signature)

(Date)

(Name of Superintendent or Authorized Designee)

**AGREEMENT FOR PARTICIPATION AND SERVICES 2023-2024
OUTDOOR EDUCATION PROGRAM**

THIS AGREEMENT is entered into this 3rd day of April 2023 by and between the Superintendent of Schools, Office of Education, San Diego County, hereinafter called the OFFICE and Bella Mente Academies, hereinafter called the SCHOOL/DISTRICT.

WHEREAS, the OFFICE operates for the schools of San Diego County an outdoor education program at designated sites and authorized by the Education Code Section 35335 and following and 8760 and following; and

WHEREAS, the SCHOOL/DISTRICT desires to participate in said program; NOW, THEREFORE, the parties agree as follows:

I Use and Occupancy of Outdoor Education Premises and Facilities

A. The OFFICE agrees to provide:

- (1) Administration and operation of the outdoor education program.
- (2) Outdoor science education and conservation instructional and supervision services for an educational program.
- (3) Sites, buildings, utilities, and maintenance.
- (4) Food and its preparation.
- (5) All staff other than school district employees accompanying students.
- (6) Preparation and distribution of outdoor school schedules designating the site to be attended and the specific dates of attendance.
- (7) Promotion of the outdoor school program.
- (8) Transportation for students while in camp.

B. The SCHOOL/DISTRICT agrees to:

- (1) Pay to the OFFICE a "per pupil fee" " less any applicable discounts, based on the number of SCHOOL/DISTRICT student's actual attendance at any time during each encampment.
- (2) In the event that the actual total number of SCHOOL/DISTRICT students attending during the agreement period is less than the minimum guaranteed number of students noted in section III.B., then the SCHOOL/DISTRICT shall pay OFFICE a "per pupil fee" to cover the difference between the guaranteed number and the number in actual attendance. Payments shall be made as noted in section B.(5).
- (3) For purposes of this agreement:
 - (a) "Pupil fee" means that per pupil amount established by the OFFICE for a school year as the cost of a pupil's instruction, food, lodging, and support services.
 - (b) Attendance for any portion of a day shall be counted a full day in camp.
 - (c) **No refund of fees shall be made for students sent home for disciplinary reasons.**
- (4) Payments to OFFICE for all fees under this agreement shall be made as follows:

- (a) For San Diego County School Districts and Schools, payment shall be made by way of an auditor's cash transfer initiated by the OFFICE after each student encampment. OFFICE will provide DISTRICT/SCHOOL appropriate detailed backup for all charges.
- (b) For private schools and out-of-county schools/districts, or others not subject to an auditor's transfer, OFFICE will invoice the participating schools or districts and payment shall be made to OFFICE within 30 days of invoice. Invoices that are not paid in full within 30 days after invoice will be considered past due and will be subject to a 1.5% per month late fee on any outstanding balance, which will compound until paid in full. If collections are necessary, debtor agrees to pay all costs of collection, including but not limited to reasonable attorney's fees, court costs, and third-party collection agencies.
- (5) Provide transportation for pupils to and from outdoor school. In the event of an emergency closure of the camp facility, the SCHOOL/DISTRICT is responsible to evacuate students from the facility. If the SCHOOL/DISTRICT is unable to provide transportation within the timeframe needed to ensure the safety of students, the OFFICE will provide transportation and invoice the SCHOOL/DISTRICT for the actual cost of transportation.
- (6) Secure necessary funding so no child will be denied the outdoor school experience because of inability to pay.
- (7) Provide approximately one classroom teacher for every 30 pupils to actively participate in the 24-hour per day program under the direction of the site administrator.
- (8) Comply with the outdoor school schedule.
- (9) Each party shall defend, indemnify and hold the other party and the State of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or resulting from, SCHOOL/DISTRICT's use and occupancy of the premises and facilities and participation in the activities of the Outdoor Education Program under this agreement. The indemnifying party at its own cost, expense and risk, shall defend any and all actions, suits or other legal proceedings, that may be brought or instituted against the other party, its officers, agents, or employees, on any such claim or demand, and pay or satisfy the judgement that may be rendered against the San Diego County Superintendent of Schools, its officers, agents, or employees, in any such action, suit, legal proceedings or result thereof.

Additionally, SCHOOL/DISTRICT shall maintain general liability and property damage insurance in at least the minimum amount of \$1,000,000 to cover all activities under this agreement and provide OFFICE a certificate of insurance naming the OFFICE and State of California as additionally insured under the policy. Coverage under said policies shall not be reduced or canceled without thirty (30) days prior written notice to OFFICE and all required coverage shall be reinstated or replaced prior to expiration/cancellation date and new certificates naming the OFFICE and State of California as additionally insured under the policy shall be issued to OFFICE for the replacement policy or policies.

- (10) Provide all required information on the Participation Agreement form for each school that will participate in the OFFICE Outdoor School program. Form shall be completed and submitted to OFFICE by the deadline noted on the application form. **Participation Agreement shall be filled out each year of a multi-year agreement.**
- (11) Provide to OFFICE, on timelines indicated, complete and accurate information for each student, teacher and school on all Outdoor School registration and health forms provided by the OFFICE. Forms are available via SDCOE website. Such information includes but is not limited to; a complete and accurate list of the students and teachers from each school who will attend the Outdoor School Program. The required student information includes, but is not limited to; the student name, gender, ethnicity code, Child Nutrition program eligibility status (free, reduced, or paid), complete and accurate student health forms, information on requirements for special meals, authorizations for medications and prescriptions. Parental and physician signatures are required as noted on the forms. The OFFICE is authorized by the State of California Department of Education to obtain from the SCHOOL/DISTRICT all student information required to participate in the State and Federal child nutrition programs, including, but not limited to; each student's child nutrition eligibility status (Free, Reduced, Paid), ethnicity code, and other appropriate demographic or identifying information. **If you choose to not provide this information prior to the encampment the cost per student will increase by \$25.00.**

(12) Provide services and/or accommodations as specified in the student's IEP or Section 504 plan for all students with special needs participating in Outdoor School programs.

II. Agreement Period

A. The term of this agreement shall commence on **July 1, 2023** and will continue through **June 30, 2024, 2025, or 2026** based on the option chosen below.

B. **Please initial one of the options below to determine the number of years for this agreement:**

_____ a. Option 1 – 1 Year Agreement

_____ b. Option 2 – 2 Year Agreement with the base fee and equity credit rate locked in for two years.

_____ c. Option 3 – 3 Year Agreement with the base fee and equity credit rate locked in for 3 years and provides a \$10 discount per full fee student.

III. Fees and Minimum Guaranteed Participation

A. The fee schedule is established each year and is adopted by the Board of Education. The applicable adopted fee schedule for fiscal year **2023-2024** is attached and is hereby made a part of this agreement. The fee schedule now includes available discounts which will be applied to the "per pupil fee" when applicable:

5-day Program**	Per Student	\$345.00
4-day Program***	Per Student	\$295.00
1-day Program	Per Student	\$ 90.00

** Discounts 5-day Program

*Equity Credit: \$80 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

*Introductory Credit: \$10 credit per full fee student.

*Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds a \$10 credit per full fee student.

Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$335 per student. Other discounts may be combined.

October thru December Rates: \$340 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

*** Discounts 4-day Program

Equity Credit: \$68 discount multiplied by the percentage of students who have been identified as socioeconomically disadvantaged, as reported to the CDE, will be applied to the final invoice.

Introductory Credit: \$8 credit per full fee student

Three Year "Discount" Contract: Locks in Base Fee and Equity Credits for three years and adds an \$8 credit per full fee student.

Two Year "Fee Lock" Contract: Locks in Base Fee and Equity Credits for two years.

September Rates: \$285 per student. Other discounts may be combined.

October thru December Rates: \$290 per student. Other discounts may be combined.

**Does not apply to out of county schools, private schools, or non-school groups.*

B. This agreement may be terminated at any time upon mutual agreement of the parties involved. A cancellation fee may be imposed if:

- A multi-year signed agreement is cancelled in any of the subsequent years; the discounts received must be paid back to SDCOE.
- A signed agreement is returned and then cancelled without attending camp, 85% of the projected participation for the school is due if time slot could not be filled.

C. The SCHOOL DISTRICT guarantees payment of the "per pupil fee" to the Office for not less than 85% of the total projected participation from all schools from the district as noted below during the school year. In the event of a major change in the District that affects a school, you may contact OFFICE to discuss the contract terms. Minimum number of students per school as follows:

School	Scheduled
Bella Mente Academies	20

Executed by the parties on the dates shown below their respective signatures.

Bella Mente Academies
School/District

By _____

Title _____

Date _____

County Superintendent of Schools
San Diego County Office of Education



Authorized Signature

Executive Director, Outdoor Education
Title

April 3, 2023
Date

Authorized or ratified by the Board of Education on:

Rules for acceptance and participation in the outdoor school program are the same for everyone without regard to race, color or national origin, sex, gender or handicap.

**CONTRACT FOR ANNUAL AUDIT
OF K-12 CHARTER SCHOOLS
(Three Year Contract)**

BELLA MENTE CHARTER SCHOOL

This contract entered into this 19th day of May, 2023, between BELLA MENTE CHARTER SCHOOL of San Diego County, California, hereinafter called the School and Wilkinson Hadley King & Co. LLP hereinafter called the Accountant, witnesses that the parties hereto do mutually agree as follows:

Article 1. EMPLOYMENT OF ACCOUNTANT: The School, pursuant to Chapter 3 (commencing with Section 14500), Part 9, Division 1, Title 1, and Article 2 (commencing with Section 41020), Chapter 1, Part 24, Division 3, Title 2 of the Education Code of the State of California, hereby employs the Accountant to perform the necessary professional services, including but not limited to, those hereinafter set forth in connection with an audit of the books and accounts of the School.

Article 2. SCOPE OF AUDIT: The audit shall include all financial information of the School including the student body accounts, and any other funds under the control or jurisdiction of the School.

Article 3. AUDIT PERIOD: The audit shall cover the period of the 2023-24 through 2025-26 school years, to wit, the period commencing July 1, 2023, and ending June 30, 2026.

Article 4. VERIFICATION OF PRIOR YEAR'S FUNDS BALANCES: The audit shall include a verification of fund balances at the beginning of the audit period, provided there has been a responsible audit for the year prior to commencement of the audit period, from which such verification can be made; otherwise such verification may be excluded at the discretion of the School.

Article 5. AUDIT PROCEDURES: The audit shall be performed in accordance with general accounting office standards for financial and compliance audits, and shall include, to the extent applicable, the audit procedures recommended by the Education Audit Appeals Panel, as detailed in the most recent publication entitled Standards and Procedures for Audits of California Local Educational Agencies (Audit Guide). The Accountant shall provide the State Controller access to audit working papers to permit the Controller to complete a review upon request pursuant to Education Code Section 14504.

Article 6. FORM AND CONTENTS OF REPORT: The form and contents of the audit report shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State Controller under Section 41020 of the Education Code.

Article 7. EXTRA WORK AND SERVICES: In the event that circumstances disclosed by the audit indicate that more detailed verification is required in addition to that which would be sufficient under ordinary circumstances, the Accountant shall at once notify the School in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the School authorizes and approves the performance of such extra work and services, it shall so notify the Accountant in writing. No claims of the Accountant for extra work or services shall be allowed or paid without such written consent and approval of the School first having been so obtained before such extra work and services are entered upon or undertaken.

Article 8. COMMENCEMENT OF WORK: Work by the Accountant under this contract shall commence April 20, 2022, or as soon thereafter as the School may deem practicable and feasible.

Article 9. COMPLETION AND DELIVERY OF REPORT: The audit report shall be completed and delivered to the School not later than December 15 annually. The Accountant will furnish the charter school copies of the audit in sufficient number for distribution to each member of the governing board plus 10 copies for the School's chief administrative officer and shall mail one copy to each of the following: County Superintendent of Schools, State Department of Education, State Controller's office.

Article 10. THE ACCOUNTANT FEES: The School agrees to pay and the Accountant agrees to accept for performance of all services rendered herein, exclusive of extra work and services, a fee in the sum of, not to exceed amounts notated below. It is understood and agreed that said fee is a maximum fee and is subject to corresponding reduction in the event that the actual cost of making the audit proves to be less than is now estimated at the time of entering into this contract. The cost estimates, which include a reasonable profit and constitute the basis upon which the maximum fee has been determined.

	SCHOOL AUDIT	INFORMATION RETURNS	TOTAL FEES
2023-24	\$9,500	\$1,200	\$10,700
2024-25	\$10,000	\$1,200	\$11,200
2025-26	\$10,500	\$1,200	\$11,700

A single audit fee of \$2,500 will be added if the school has \$750,000 or more in federal expenditures.

Extra work and services duly ordered and approved as herein above provided and duly performed shall be computed and paid for at the rates below.

<u>Classification</u>	<u>Rate</u>
Senior Partner	\$ 175
Partner	\$ 150
Senior Manager	\$ 125
Manager	\$ 100
Senior Accountant	\$ 85
Staff Accountant	\$ 70
Clerical	\$ 45

Article 11. PAYMENT: Payment of ninety percent of the fee, including extra work and services, shall be made in progress payments as work is completed. The Accountant shall furnish the School on demand an itemized statement of the audit costs, if requested. The final ten percent of the value of work done under this contract shall be made after certification by the State Controller that the audit report conforms to the reporting provisions of the Audit Guide. Provision is hereby made to withhold fifty percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report by the same firm or individual failed to be certified as conforming to reporting requirements of the State Controller's Audit Guide.

Article 12. TERMINATION: The School hereby reserves the right to terminate this contract at any time. In the event of such termination, the Accountant shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the School, and the Accountant hereby expressly waives any and all claims for damages or compensation arising under this contract, except as set forth herein, in the event of such termination. Additionally, this contract shall become null and void if the audit firm or individual is declared ineligible to perform LEA audits pursuant to Education Code Section 41020.5.

Article 13. ASSOCIATES: The Accountant shall have the option, with the written consent of the School, to associate with them and at their expense accountants or other qualified persons to render services in connection with the work, and to delegate to them such duties as they may delegate without relieving themselves from administrative or other responsibility under this contract.

Article 14. SUCCESSORS AND ASSIGNS: All terms, conditions, and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their respective heirs, executors, administrators, successors, and assigns.

Except as provided above, the Accountant shall not sublet, assign, or transfer their interest in this contract without the written consent of the School.

Article 15. Workers' Compensation: We are aware of the provisions of Section 3700 of the Labor Code that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and we will comply with such provisions before commencing the performance of the work of the contract.

Article 15. INSTRUCTIONS TO PROCEED: The Accountant is not to proceed with performance of any services under this contract without first securing written authorization from the School to do so.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

Wilkinson Hadley King & Co. LLP BELLA MENTE CHARTER SCHOOL
of San Diego County, California

Accountant

By _____
Kevin Sproul, Partner

By _____

Dated: May 19, 2023

Approved by the Governing Board

On _____

INDEPENDENT CONTRACTOR AGREEMENT

(Aya Okba)

This Independent Contractor Agreement ("Agreement") is entered into as of May 19, 2023 ("Effective Date") by and between Bella Mente Charter School ("Bella Mente") and Aya Okba ("Consultant"), collectively referred to as the "Parties", with respect to the following facts:

WHEREAS, Bella Mente is a California nonprofit public benefit corporation that operates the public charter schools known as Bella Mente Academies and located in Vista, California;

WHEREAS, Consultant is experienced, qualified, and engaged in the business of providing enrollment services; and

WHEREAS, Bella Mente desires to retain Consultant as an independent contractor for the purpose of providing the Consulting Services described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the Parties agree as follows:

Section 1. Nature of Services and Relationship.

1.1 Consultant is hereby engaged by Bella Mente to perform the services specified in Attachment A (the "Consulting Services"), which is incorporated by reference. Consultant shall determine the method, details and means of performing all Consulting Services. Consultant shall supply at its own expense all tools, materials and equipment required to perform all Consulting Services under this Agreement, to the extent that any are required. Consultant assumes full responsibility for the performance of all Consulting Services provided under this Agreement. Bella Mente does not guarantee any minimum amount of work by this Agreement. Except as authorized in writing by Bella Mente, Consultant shall not have authority to enter into any contracts or agreements on behalf of Bella Mente.

1.2 Bella Mente's usual course of business is operating tuition-free public charter schools. Consultant's expertise and skill set is in the area of providing enrollment services, and Consultant warrants that it is engaged in an independent and bona fide business operation in such area, markets itself as such, is in possession of a valid business license/insurance when required, and is providing similar services to others.

1.3 Consultant assumes full responsibility for the performance of its duties under the terms of this Agreement and warrants that it is fully qualified in Consultant's specialized skill or expertise to perform such duties. Bella Mente will not provide any training or instruction to Consultant concerning

the manner and means of providing the services that are subject to this Agreement because Consultant warrants that it is highly skilled at providing sales and enrollment services, and is providing similar services to others.

1.4 Bella Mente acknowledges that it does not and will not control or direct Consultant with regard to the manner or means in which Consultant performs its duties under this Agreement. Bella Mente shall simply have the right to approve or disapprove the final services provided by Consultant and shall have the right to set timing requirements (such as when Consultant may be present on campus) for the completion of services pursuant to this Agreement. Consultant understands and agrees that Consultant lacks the authority to bind Bella Mente contractually, conduct business on Bella Mente's behalf, or incur any obligations on behalf of Bella Mente. Specifically, Consultant agrees not to represent Consultant as an employee of Bella Mente in any capacity, including without limitation when interacting with Bella Mente's students, parents, vendors, or other community members (attire, verbal statements, e-mail, telephone, business cards, etc.).

1.5 If Consultant is a corporation or LLC or otherwise uses employees and/or agents in any capacity to fulfill this Agreement, Consultant warrants that all provisions of this Agreement are binding on each of Consultant's employees and agents.

1.6 Independent Contractor and Not Employee; No Employment Relationship. It is expressly understood between the Parties that Consultant is an independent contractor and not an employee of Bella Mente. No employment relationship exists between the Parties or any of Consultant's employees or agents.

AO Consultant's Initials Regarding Section 1.6.

Section 2. Term of Services and Termination of Agreement. Consultant agrees to perform services for Bella Mente pursuant to the terms of this Agreement from the Effective Date through June 30, 2023 ("Termination Date"), unless any of the following occur: (1) the Parties agree in writing to renew the term of this Agreement, for a defined project or period of time, pursuant to the same terms of this Agreement ("Extension Date"); or (2) the Parties agree in writing to otherwise modify the terms of this Agreement in accordance with Section 10.2. Notwithstanding this previous sentence, Consultant or Bella Mente may terminate this Agreement at any time, with or without reason, by providing 14 days' written notice to the other party. Notwithstanding any other provision of this Agreement, certain terms of this Agreement shall remain in effect after the Termination Date (including without limitation Sections 5, 6, 7, 9 and 11.1 of this Agreement).

Section 3. Payment and Invoicing. In exchange for Consultant's performance of the Consulting Services set forth in Attachment A, Bella Mente shall pay Consultant at a rate of \$20.01 per hour (not to exceed a total amount of \$4000.00), subject to early termination as provided in Section 2 of this

Agreement. Travel and mileage may be billed separately if approved in writing by Bella Mente Charter School before services are rendered. To qualify for payment, Consultant shall submit to Bella Mente on a monthly basis itemized invoices for all services rendered pursuant to this Agreement. Bella Mente shall pay Consultant the non-disputed amount invoiced within 30 days of its receipt of each invoice. Any damages or costs incurred by Bella Mente, including without limitation replacement costs, as a result of Consultant's failure to competently perform under this Agreement may be deducted by Bella Mente from any amounts owed to Consultant.

Section 4. Materials/Equipment. Consultant is responsible for any costs associated with providing services under this Agreement, including without limitation any materials or equipment.

Section 5. Consultant's Obligation to Pay Taxes; Tax Indemnification.

5.1 All compensation called for under this Agreement will be paid without deductions or withholdings and will be accompanied by a Form 1099 at year end. As an independent contractor, Consultant agrees that it will be solely responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided for its services under this Agreement. In addition, Consultant shall fill out and execute a Form W-9. Bella Mente shall have the right to inspect and audit Consultant's tax records as necessary to ensure compliance with this Agreement.

5.2 Bella Mente shall not have a duty to defend or indemnify Consultant against any tax claim or assessment associated with any payments under this Agreement. Consultant shall cooperate in the defense of any tax claims brought against Bella Mente associated with any such payments. Further, Consultant shall indemnify and hold Bella Mente harmless against any action, claim, charge, investigation, or other proceeding taken against Bella Mente in the event that any taxing authority challenges the allocation or characterization of the payment and/or seeks payment of taxes, interest, penalties, costs, fees, damages, interest, or other assessments from it in connection with any payments under this Agreement. This Section further incorporates by reference Consultant's obligations set forth in Section 7.

Section 6. Insurance; Business Requirements; Related Obligations.

6.1 Consultant expressly acknowledges and understands that Bella Mente shall have no obligation to provide insurance or benefits of any kind for Consultant, Consultant's business, or any of Consultant's employees or agents in any capacity. Consultant agrees to obtain and maintain general business liability insurance in coverage amounts as is customary in Consultant's trade or services. Consultant shall provide a copy of its general business liability insurance policy to Bella Mente within

10 days of Bella Mente's request during the term of this Agreement. Consultant has a duty to maintain valid and current insurance pursuant to this Section during the term of this Agreement.

6.2 Consultant shall be responsible for performing all duties incident to operating a business, including without limitation obtaining all necessary licenses (if applicable) and paying all applicable taxes. Bella Mente shall have the right to inspect and audit Consultant's business records as necessary to ensure compliance with this Agreement.

Section 7. Indemnification.

7.1 To the fullest extent allowed by applicable law, and in addition to any other indemnification and/or defense obligations set forth in other provisions of this Agreement, Consultant agrees to defend, indemnify, and hold Bella Mente (including without limitation its officers, directors, shareholders, agents, and employees) harmless from any and all claims, causes of action, charges, demands, costs, expenses, attorneys' fees, disputes, losses, penalties, liability, investigations, lawsuits, property damage, bodily injury, or proceedings of any kind, in law or equity, or every kind or nature whatsoever, arising out of or relating to Consultant's performance of services or obligations pursuant to this Agreement (including without limitation any conduct or actions by any of Consultant's employees or agents), regardless of any actions by Bella Mente, its officers, directors, shareholders, agents, employees, contractors, clients, or customers ("Claims"). Consultant's duties to defend, indemnify, and hold Bella Mente harmless as set forth in this Section include, but are not limited to, Claims arising out of or relating to any aspect of Consultant's services, Consultant's use of employees or agents of any kind (including without limitation any and all employment-related claims involving Bella Mente and/or with respect to compensation/benefits allegedly being due, such as torts, wage and hour, health/safety, paid sick leave, benefits, unemployment insurance benefits, state disability or paid family leave benefits, workers' compensation, among others), Consultant's breach of this Agreement, customer/client/student disputes of any kind, Consultant's violation of any applicable law, tax issues of any kind, any other applicable laws for which Bella Mente may be liable as an employer relating to Consultant's employees or agents.

7.2 Consultant's duty to defend Bella Mente is entirely separate and independent from Consultant's duty to indemnify and hold Bella Mente harmless. Such defense obligation shall arise immediately upon written notice of any Claims to Bella Mente and shall apply without regard to Bella Mente's liability or whether any liability has been determined. In the event of any Claims for which indemnification is required under this Agreement, Bella Mente reserves the right to select counsel of its own choosing, for which Consultant shall have the responsibility to pay all fees and costs (including without limitation settlement amounts) of such counsel, and control its defense (including without limitation settlement authority). Consultant shall reimburse Bella Mente for all of its fees and costs (including without limitation settlement amounts) as a result of such indemnification within 15 days of each of Bella Mente's written requests for such payment.

Section 8. Compliance with Laws; Warranties. Consultant represents and warrants that Consultant shall comply with all applicable laws for purposes of this Agreement, including without limitation wage and hour (state and federal), paid sick leave, employment-related laws, workers' compensation, and all laws relating to the use of Consultant's employees and/or agents (such as hiring, termination, compensation, leaves of absence, benefits, and health and safety, including without limitation OSHA and Cal/OSHA). Consultant further represents and warrants that Consultant and Consultant's employees and/or agents, if any, shall comply with all applicable laws regarding negligence, safety, theft, and property when performing services under this Agreement. Bella Mente shall incur no liability with regard to any violation of applicable laws by Consultant or Consultant's employees and/or agents.

Section 9. Non-Disclosure of Confidential Information. Consultant shall protect "confidential information" obtained during the course of performing services to Bella Mente pursuant to this Agreement. "Confidential information" includes any information about Bella Mente, its employees, or its students and families, including without limitation any employee and personnel files; student records; student and/or parent lists; any other data, information, or material protected from disclosure by trade secret laws, FERPA, or privacy laws; and any information about Bella Mente's business operations including its records maintenance, file storage and organization, marketing strategies and plans, financial and marketing data, computer records, formulas, and trade secrets. Consultant shall not disclose any confidential information except as expressly authorized by Bella Mente in order for Consultant to perform services under the Agreement or to comply with applicable law. Consultant further agrees and acknowledges that the commitment to protect confidential information is of great value to Bella Mente, and that it significantly affects the successful conduct of Bella Mente's business and its goodwill. Any breach of this Section shall be a material breach of this Agreement. Bella Mente shall be entitled to an emergency injunction to enjoin and restrain the unauthorized disclosure of confidential information by Consultant. Consultant shall immediately return all Bella Mente property, including documents and other confidential information, upon the termination of this Agreement or upon any request by Bella Mente.

Section 10. Mandatory Screening. Consultant affirms Consultant and its employees, contractors, and agents, if any, have not committed a serious or violent felony. Consultant shall ensure its employees, agents, and contractors complete a criminal background check through the Department of Justice in accordance with Education Code Section 45125.1. Consultant shall ensure its employees, agents, and contractors who will be present on campus and may have frequent or prolonged contact with students are pre-screened for tuberculosis. Consultant shall provide School evidence of such screenings immediately upon request.

Section 11. Miscellaneous.

11.1 Governing Law; Disputes. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of California, without reference to its choice of law rules. The Parties agree to submit any and all disputes or claims arising from or relating to this Agreement (including without limitation enforcement of, breach of, or interpretation of this Agreement) to mandatory and binding arbitration. Each party shall be responsible for its own costs and attorneys' fees in connection with the arbitration; however, the Parties shall equally split the costs of the arbitration (i.e., the arbitrator).

11.2 Entire Agreement. This Agreement (including its attachment) sets forth the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all other oral or written agreements, representations, and understandings. This Agreement may only be modified by a writing signed by Consultant and Bella Mente.

11.3 Successors and Assigns. This Agreement shall be binding upon the successors, assigns, and legal representatives of Consultant and inures to the benefit of any successors or assigns of Bella Mente.

11.4 Construction. The headings used herein are for convenience or reference only and shall not affect the construction of, or be taken into consideration in interpreting, any provision of this Agreement. This Agreement shall not be interpreted against a party by virtue of such party's participation in the drafting of the Agreement or any provisions herein.

11.5 Severability. The Parties agree that this Agreement is severable and that in the event any provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions will not be affected or impaired. Additionally, the Parties expressly grant to any jurisdictional entity interpreting this Agreement the power and authority to modify the terms of this Agreement to the extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.

11.6 Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered by overnight mail, facsimile, email and/or by hand to the address of Consultant or to the principal office of Bella Mente as follows:

To Bella Mente: Bella Mente Academies

Attn: Erin Feeley, Executive Director

1737 W. Vista Way

Vista, CA 92083

Email: efeeley@bellamentecharter.org

To Consultant: 

Aya Okba

225 Smilax Road

Vista, CA 92081

ayaokba@college@gmail.com

11.7 Waivers. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver of any provision of this Agreement shall be binding on the Parties unless it is executed in writing by the party making the waiver.

11.8 Authority. The individuals signing below on behalf of an entity represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective entity.

11.9 Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original and all such counterparts together shall constitute one agreement. To the maximum extent permitted by law or by any applicable governmental authority, any document may be signed and transmitted by facsimile, PDF, e-mail, DocuSign, electronic signature, scanned, or similar electronic means with the same validity as if it were an ink-signed document.

IN WITNESS HEREOF, by signing below the Parties hereto voluntarily enter into this Agreement as of the Effective Date, and they acknowledge that they have read and understand the terms set forth herein and agree to be bound thereby.

Bella Mente Charter School,

a California nonprofit public benefit corporation

Dated: May 19, 2023



Erin Feeley, Executive Director

Consultant

Dated: May 19, 2023



Aya Okba, Consultant

ATTACHMENT A

Consulting Services

Subject to the terms and conditions of the Independent Contractor Agreement (“Agreement”) between Bella Mente Charter School (“Bella Mente”) and Aya Okba (“Consultant”), Consultant hereby agrees to perform the following Consulting Services:

For the school assigned employee(s), consultant will:

- Attends and participates in community event booths
- Interacts with parents, students and/or staff to increase enrollment by completing phone calls, emails and text messages to encourage enrollment
- Participates in admissions activities
- Participates in other activities related to enrollment, marketing and admissions

Consultant shall diligently perform the above described Consulting Services in accordance with the terms and conditions of the Agreement. The Parties may amend or modify the above described Consulting Services by written agreement signed by the Parties.



Bella Mente Montessori Academy

Board of Directors

Scott Moote, President
Caroline Veale, Secretary
Daniel Niebaum, Treasurer

Bella Mente Charter School Special Board Meeting Agenda May 9, 2023

Meeting Location: 1737 W. Vista Way, Vista, California 92083

Virtual participation: <https://attendee.gotowebinar.com/register/3463219066283167324>

(BMMA endeavors to provide virtual public participation on a voluntary basis. This option may not be provided for all Board Meetings.)

You can also dial in using your phone.

United States: 1 (415) 655-0052

Access Code: 651-083-769

Closed Session: at 6:30 PM

Open Session: when the closed session adjourns

IMPORTANT NOTICE: Members of the public can view the meeting via livestream and can participate in the meeting electronically via GotoWebinar. Members of the public who would like to address the Board may do so in person at the meeting location, or may do so electronically by emailing board@bellamentecharter.org prior to start of the meeting to request a hold card / time to speak, or by responding when the Board Chair confirms public commenters for each item. The hold cards will be issued as early as 6:00pm up until the meeting is called to order. Members of the public need not submit their comments in advance.

CLOSED SESSION: at 6:30 PM (One)

OPEN SESSION: when the closed session adjourns

I. Call to order, roll call and establishment of quorum

Moved By	DN	Seconded By	SM
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AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
			X	Caroline Veale
X				Dan Niebaum

II. CLOSED SESSION (One)

A. Public comment on closed session items

1. In accordance with Government Code Section 54956.8, the Board will meet in closed session to consider: REAL ESTATE MATTERS- (None)
2. In accordance with Government Code Section 54957.6, the Board will meet in closed session to consider: PUBLIC EMPLOYEE EVALUATION - (One)
3. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Gov. Code

§54956.9(d)(2) and/or §54956.9(d)(4) - (None)

4. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (None)

III. OPEN SESSION/REGULAR MEETING 6:34 pm

Call to order, roll call and establishment of quorum

Moved By	DN	Seconded By	SM
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AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
			X	Caroline Veale
X				Dan Niebaum

A. REPORTABLE ACTION ITEMS CONSIDERED IN CLOSED SESSION

B. NONAGENDA PUBLIC COMMENTS (20 MINUTES TOTAL)

PUBLIC COMMENTS/COMMUNITY MEMBERS: Any member of the public who wishes to speak to an agenda item not on the agenda but regarding school business may do so at this time. The hold cards will be issued as early as 6:00pm up until the meeting is called to order. Individual speakers will be allowed up to three (3) minutes to address the Board on each agenda or non-agenda item, and the Board will limit the total time for public comments on each item to twenty (20) minutes.

In an effort to hear as many speakers as possible, comment times may be shortened by the Board Chair (depending on the number of speakers on any agenda or non-agenda item). The Board Chair may also extend the time limits for comments, and/or may move additional comments beyond a specific time allotment to later in the meeting, in order to provide sufficient time for the Board to conduct the Board's business during the meeting.

Bella Mente Charter School welcomes your participation at Board meetings. Your participation assures us of continuing community interest in our school.

C. APPROVAL OF AGENDA

Recommended motion: Approve the agenda for the May 9, 2023 Board of Directors Meeting.

Moved By	DN	Seconded By	SM
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AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
			X	Caroline Veale
X				Dan Niebaum

D. DISCUSSION ITEMS

- Executive Director Announcements** - Erin Feeley will provide legislative, safety & risk management, special education updates and fiscal projection updates.
- Charter Vision Board Report** - Janina Arruda, Associate School Business Manager from CSMC will report on CharterVision dashboard monthly report.
- Campus Report**- Patrick Broughton, Director of Compliance will report on performance updates
- Enrollment Report**- Gladys Espino, Director of Support Services: N/A

E. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

All items listed under the Consent Calendar are considered by the Board in one action. There will be no discussion of these items prior to the time the Board votes on the motion, unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Calendar.

1. Minutes from the April 11, 2023 Board of Directors Meeting
2. Recommended action on the personnel activity list
3. Check Registers - April 2023
4. Leader in Me Agreement - \$48,434.56
5. Leader in Me - BMMA Investment Summary
6. CalState TEACH MOU
7. PowerSchool SIS Quote 23-24 - \$5,881.25
8. Procopio Invoice #841461 - April 17, 2023 - \$21,000
9. ABA and Verbal Behavioral Group 23-24 Master Contract
10. Soliant Health 23-24 Master Contract
11. Psyched Services 23-24 - Master Contract
12. EMH Sports 23-24 - Master Contract
13. Specialized Therapy Services 23-24 - Master Contract
14. Position Description: Classroom Teacher
15. Educational Records and Student Information Policy
16. 23-24 Family Handbook

Executive Director's Recommendation: Approve Consent Calendar

Public Comment

Moved By	DN	Seconded By	SM
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AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
			X	Caroline Veale
X				Dan Niebaum

F. DISCUSSION/ACTION ITEMS

1. Second Read of the 2023-24 Local Control and Accountability Plan (year 3 of 21-24 cycle)

Executive Director's Recommendation: N/A

Public Comment

Moved By	N/A	Seconded By	N/A
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale
				Dan Niebaum

IV. ADJOURNMENT 7:08 pm

Moved By	DN	Seconded By	SM
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AYE	NAY	ABSTAIN	ABSENT	Board Member
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X				Scott Moote
			X	Caroline Veale
X				Dan Niebaum

Next Meeting: June 13, 2023

Instructions for Comments to the Board by Members of the Community

Bella Mente Charter School welcomes your participation at meetings of the Board of Directors. The purpose of the Board’s public meeting is to conduct the affairs of the school in public. We hope that you will visit these meetings often and your participation assures us of continuing community interest in our school. To assist you in speaking/participating in our meetings, the following guidelines are provided.

1. The agenda is available to all community members. Please note that the order of consideration of items on the agenda may be changed without prior notice.
2. Community members who wish to speak on any agenda items or under the general category of “Public Comment” will be given an opportunity to do so.
3. “Public Comment” is set aside for members of the community to raise issues that are not specifically on the agenda. However, due to public meeting laws (Brown Act), the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed twenty (20) minutes. Exceptions to these time limits may be made at the discretion of the Board Chair. The Board may give direction to staff to respond to your concerns or you may be offered the option of returning with a citizen requested agenda item.
4. With regard to items that are on the agenda, you may speak for up to (3) minutes when the Board discusses that item. Exceptions to this time may be made at the discretion of the Board Chair.
5. Community members may request in writing that a topic related to school business be considered for placement on a future agenda. Requests should be addressed to the Board Chair and emailed to board@bellamentecharter.org. If such an item is placed on the agenda and publicly noticed, the Board can respond, interact, and act upon the item. There is no right to have an item placed on the agenda.
6. Any person with a disability who requires a modification or a reasonable accommodation, including auxiliary aids or services, to participate in a public meeting of the Board of Directors may request such modification or accommodation by contacting Bella Mente Charter School, 1737 W. Vista Way, Vista, California 92083, or by telephone at 760-621-8931, or by email at board@bellamentecharter.org. Please make any requests at least 12 hours prior to the meeting.
7. For more information concerning this agenda, please contact Bella Mente Charter School, 1737 W. Vista Way, Vista, California 92083, or by telephone at 760-621-8931, or by email at board@bellamentecharter.org.

Approved on: _____

Signature of Secretary: _____

Signature of Board Member: _____



**BELLA MENTE MONTESSORI
MAY 2023 INVOICE**

Date: June 01, 2023

Top Notch Catering
6190 Fairmount Ave Suite G
San Diego, CA 92120

To: Gladys Espino

Cost per breakfast:\$1.95

Cost per lunch: \$3.30

Cost per lunch: \$1.01

	PRICE	TOTAL MEALS	TOTAL AMOUNT DUE
BELLA MENTE MONTESSORI SCHOOL			
BELLA MENTE MONTESSORI SCHOOL-BREAKFAST	\$1.95	2930	\$5,713.50
BELLA MENTE MONTESSORI SCHOOL-LUNCH	\$3.30	3885	\$12,820.50
BELLA MENTE MONTESSORI SCHOOL- SNACK	\$1.01	1365	\$1,378.65
Total		8180	\$19,912.65

Total Amount Due **\$19,912.65**

PLEASE MAIL PAYMENT TO:

Top Notch Catering
PO Box 1383
National City, CA 91951



MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA PUBLIC BENEFIT CORPORATION
And
BELLA MENTE MONTESSORI ACADEMY

Alliant International University, Inc., a California Public Benefit Corporation (the “University”), and Bella Mente Montessori Academy (the “District”) agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, “Interns”) who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the California School of Education at Alliant International University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective August 01, 2023 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days’ written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

The University agrees and certifies that:

1. Each Candidate shall have passed the Basic Skills Requirement or California Basic Educational Skill Test (CBEST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Student Teaching or Intern services or responsibilities.
2. Each Candidate shall possess a Bachelor’s Degree, documented by official transcripts with a minimum overall GPA of 2.5. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 450 hours of verified Practicum Experience and 1200 hours of Culminating Field Experience or Internship, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum Experience and 800 hours of Culminating Field Experience or Internship.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate Teacher Interns at least three (3) times during an 8-week term and allocate time with each Intern after each visit to discuss the video observation.

7. Alliant Personnel will interact with District Support Providers at the beginning of the Candidate's field placement in order to establish roles and duties in order to best support the Candidate.
8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to master teachers in the amount of \$175 per 8-week term.
10. The University understands that all Student Teacher Candidates, Interns, and PPS Students are required to adhere to all state and local health orders.

FINGERPRINT

The University shall comply with the requirements of California Education Code Section 45125.1, and perform the following acts:

- A. Require all students and employees of University who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CDOJ");
- B. Prohibit students and employees of University from coming into contact with pupils until the CDOJ has ascertained that the student or employee has not been convicted of a felony as defined in California Education Code Section 45122.1;
- C. Certify in writing to the District that neither University nor any of University's employees or students who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code Section 45122.1 and provide such certification to the District administrator for this contract; and
- D. Provide a list of the names of University's students and employees who may have contact with pupils to the District administrator for this contract. This list shall be updated for student and employee changes and shall list students and employees by appropriate school site.
- E. The District may require the University and its students who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion

TB CLEARANCE

University certifies that all personnel providing services to students of the District are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students and that such personnel shall provide evidence of freedom from tuberculosis within the past sixty (60) days before starting service at the school site.

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.
2. The District and the University, in partnership, will ensure School Counseling candidates meet with their supervisor for one (1) hour of individual or one-and-one half (1.5) hours of small group (limited 8 candidates per group) supervision per week.
3. The District and the University, in partnership, will ensure that Site Supervisors for School Counselors meet the following qualifications: (1) Possession of a valid PPS School Counselor Credential (2) Minimum of two (2) years PPS experience as appropriate to the candidate's fieldwork setting. (3) The supervisor is responsible to undergo training in models of supervision, the SCPEs, and program fieldwork requirements and share

responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

4. The District and the University, in partnership, will ensure that the Site Supervisors for School Psychologists meet the following qualifications: (1) Possession of a PPS School Psychologist Credential (2) Minimum of three (3) years of experience as professional in the field. (3) Knowledge of context and content appropriate to the practicum experience.
5. The Intern's services shall meet the instructional or service needs of the District.
6. The District and Student Teacher or Intern agree to provide quality educational experience to their students through synchronous, asynchronous, in-person and / or online/ distance learning environments.
7. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
8. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
9. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance of a criminal background check or a photocopy of a California teaching permit, and verification that he or she is free from tuberculosis.
10. No Intern shall displace any fully credentialed employee in the District.
11. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
12. The District and the University, in partnership, must provide support for each Intern.
13. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
14. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
15. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice course work.
16. District Support Providers will interact with Alliant Personnel at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
17. The District Support Provider will observe and evaluate each Intern Teacher at least one time during a term (4 times in an academic year because the candidate is required to complete four 8-week terms of clinical practice over the course of the academic year) and allocate time with each Intern after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.
18. District Site Support Providers must hold credentials in the same areas as the Interns they support and/or hold an Administrative Services Credential.

19. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, 10% of each area of the student population must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title I school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
20. District Intern Support Providers, and master teachers must have a minimum of three (3) years' teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The District confirms that its Intern Support Providers have been adequately trained in their supervisory roles.
21. Should an Intern or Student Teacher subject to this MOU fail to adhere to any of the above expectations, District will work with the University to reach a mutually acceptable outcome. If a mutually acceptable outcome cannot be reached between District and the University, District reserves the right to release any Intern or Student Teacher.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding. Further, University agrees to maintain sexual misconduct liability insurance, at \$2,000,000 for each victim, and \$4,000,000 for each policy year.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

Alliant International University does not furnish workers' compensation for students participating in this program. It is understood that Student Teachers are not employees of the District.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or

failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance and the University does not maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or

any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.

2. As used herein, “Confidential Information” means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party’s products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the “Receiving Party”) without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the “Disclosing Party”) hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.
3. The District and the University acknowledge that the University’s use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;
2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and
3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by email signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled "Non-Discrimination, Harassment, and Retaliation Clause," "Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status," "Confidentiality," and "General Terms" shall survive the termination of this Memorandum of Understanding.

The obligations of the parties to this MOU are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care, including, but not limited to, natural disasters, riots, wars, epidemics, pandemics, or any other similar cause.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:

<hr/>	<hr/>
Dr. Kristy Pruitt, Dean	Date
California School of Education	
Alliant International University, Inc.	
 Address:	
 10455 Pomerado Rd.	
San Diego, CA 92131	

Bella Mente Montessori Academy:

	
<hr/>	<hr/>
Bella Mente Montessori Academy	Date
<small>Erin Feeley, Executive Director</small>	
 Address:	
1737 West Vista Way	
Vista, CA 92083	

SIGNATURE CERTIFICATE



REFERENCE NUMBER

10FBCDB7-DB74-48A2-89DB-69C4E79560C7

TRANSACTION DETAILS

Reference Number

10FBCDB7-DB74-48A2-89DB-69C4E79560C7

Transaction Type

Signature Request

Sent At

06/08/2023 18:58 EDT

Executed At

06/08/2023 18:59 EDT

Identity Method

email

Distribution Method

email

Signed Checksum

97ec38b9ee5d0a97ed5027c8be1794f06cafb465bcae1c88d4f9cbbdb782c8c4

Signer Sequencing

Disabled

Document Passcode

Disabled

DOCUMENT DETAILS

Document Name

Alliant International University Agreement

Filename

alliant_international_university_agreement.pdf

Pages

9 pages

Content Type

application/pdf


File Size

235 KB

Original Checksum

282241f5b47f0d9ee776e2eaa1c4ab6d75a99971f7a319aa9552a7722912c166

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<div>Name</div> <div>Erin Feeley</div> <div>Email</div> <div>efeeley@bellamentecharter.org</div> <div>Components</div> <div>2</div>	<div>Status</div> <div>signed</div> <div>Multi-factor Digital Fingerprint Checksum</div> <div>901a14859b45778d033e1ddc2f31cc391fe8eb0d5bcd19d106058855fe1d2bc1</div> <div>IP Address</div> <div>12.169.146.194</div> <div>Device</div> <div>Chrome via Windows</div> <div>Typed Signature</div> <div></div> <div>Signature Reference ID</div> <div>B1903B62</div>	<div>Viewed At</div> <div>06/08/2023 18:59 EDT</div> <div>Identity Authenticated At</div> <div>06/08/2023 18:59 EDT</div> <div>Signed At</div> <div>06/08/2023 18:59 EDT</div>

AUDITS

TIMESTAMP	AUDIT
06/08/2023 18:58 EDT	Amelie Cheatham (acheatham@bellamentecharter.org) created document 'alliant_international_university_agreement.pdf' on Chrome via Chrome OS from 12.169.146.194.
06/08/2023 18:58 EDT	Erin Feeley (efeeley@bellamentecharter.org) was emailed a link to sign.
06/08/2023 18:59 EDT	Erin Feeley (efeeley@bellamentecharter.org) viewed the document on Chrome via Windows from 12.169.146.194.
06/08/2023 18:59 EDT	Erin Feeley (efeeley@bellamentecharter.org) authenticated via email on Chrome via Windows from 12.169.146.194.
06/08/2023 18:59 EDT	Erin Feeley (efeeley@bellamentecharter.org) signed the document on Chrome via Windows from 12.169.146.194.

Bella Mente

Check Register 5/1/2023 through 5/31/2023

Payment Number	Payment Date	Payee Name	Rec Status	Check Amount	Account	Account Description	Transaction Description	Invoiced GL Amount
3271	5/2/2023	Quality Lock & Security Services, Inc.	Outstanding	\$4,802.63	62-0000-0000-8100-5601-020-000	Building Maintenance	Labor & Repairs	\$4,802.63
3275	5/2/2023	YMCA of San Diego County	Outstanding	\$35,111.58	62-2600-1110-1000-5810-020-000	Educational Consultants	Bella Mente ELOPBM FY23 - March 2023	\$35,111.58
3272	5/2/2023	Scout Education Inc.	Outstanding	\$4,594.00	62-0000-1110-1000-5810-020-000	Educational Consultants	Substitute Services 04/10/23 - 04/14/23	\$4,594.00
3268	5/2/2023	Building Block Entertainment INC.	Outstanding	\$1,095.00	62-9300-1110-1000-5830-020-000	Field Trips	School Assembly - "Stop, Think, Act" - 05/08/23	\$1,095.00
3266	5/2/2023	Boonli, LLC	Outstanding	\$235.00	62-5310-1110-1000-4410-020-000	Software and Software Licensing	Standard Monthly Reporting	\$105.00
					62-5310-1110-1000-4410-020-000	Software and Software Licensing	Standard Monthly Reportingj	\$130.00
3270	5/2/2023	Mission San Juan Capistrano	Outstanding	\$821.00	62-0000-1110-1000-5830-020-000	Field Trips	Guided Tour / Mission Matters Adobe Brick Making (47 Stdnts)	\$821.00
3274	5/2/2023	VendorMax, Inc.	Outstanding	\$180.00	62-0000-1110-1000-4410-020-000	Software and Software Licensing	Lead Fees - April 2023	\$180.00
3273	5/2/2023	SandL Signs and Wraps	Outstanding	\$1,449.47	62-0000-1110-2100-4300-020-000	Materials and Supplies	Canopy/Event Tent, Table Throw, Large Format Print	\$1,449.47
3269	5/2/2023	Kids Reptile Parties	Outstanding	\$85.00	62-2600-1110-1000-5830-020-000	Field Trips	Reptile Show - 01/19/23	\$85.00
3267	5/2/2023	Patrick Broughton	Outstanding	\$34.11	62-0000-1110-2100-4300-020-000	Materials and Supplies	REIMB: Food for WASC Visit	\$34.11
3288	5/4/2023	Ontario Refrigeration	Outstanding	\$324.00	62-7811-0000-8100-5601-020-000	Building Maintenance	Vehicle Charge	\$324.00
3279	5/4/2023	CINTAS CORPORATION	Outstanding	\$50.62	62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Active Scraper, Gray Mat, Logo Mat	\$50.62
3281	5/4/2023	City of Vista	Outstanding	\$2,729.24	62-0000-0000-8100-5501-020-000	Utilities	Annual Notice of Service for Sewer Services	\$2,729.24
3284	5/4/2023	EDCO Waste & Recycling Service	Outstanding	\$712.98	62-0000-0000-8100-5501-020-000	Utilities	April Commercial Service	\$712.98

Bella Mente

Check Register 5/1/2023 through 5/31/2023

3282	5/4/2023	City of Vista	Outstanding	\$1,251.74	62-0000-0000-8100-5501-020-000	Utilities	Annual Notice of Service for Sewer Services	\$1,251.74
3278	5/4/2023	Building Cleaning Solutions, Inc.	Outstanding	\$10,365.30	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Janitorial Services April 2023 - Building B & A	\$9,715.30
3276	5/4/2023	AT&T	Outstanding	\$2,808.89	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Building B Hallway VCT Floor Maintenance	\$650.00
3277	5/4/2023	ABA & Verbal Behavior Group Inc	Outstanding	\$18,667.50	62-0000-1110-2700-5900-020-000	Communications (Tele., Internet, Copies, Postage, Messenger)	Internet Charges - 3/19/23 - 4/18/23	\$2,808.89
3285	5/4/2023	EventStable	Outstanding	\$5,351.89	62-6500-5760-1190-5810-020-000	Educational Consultants	Services - 4/3/23 - 4/27/23	\$8,197.50
3283	5/4/2023	City of Vista	Outstanding	\$1,380.60	62-0000-1110-2100-4400-020-000	Noncapitalized Equipment	TitanPRO Plastic Folding Chair	\$5,351.89
3280	5/4/2023	California Association of School Business Officials	Outstanding	\$1,750.00	62-0000-0000-8100-5501-020-000	Utilities	Annual Notice of Service for Sewer Services	\$1,380.60
3286	5/4/2023	K12 Health	Outstanding	\$1,305.00	62-0000-0000-0000-9330-020-000	Prepaid Expenses	Organizational Subscription FY 23/24	\$1,750.00
3290	5/4/2023	San Diego Gas & Electric	Outstanding	\$1,440.90	62-6500-5760-1190-5810-020-000	Educational Consultants	Health Services - 5/1/23	\$1,305.00
3294	5/4/2023	Specialized Therapy Services, Inc.	Outstanding	\$8,857.50	62-0000-0000-8100-5501-020-000	Utilities	Gas & Electric Charges - 3/28/23 - 4/23/23	\$1,440.90
3297	5/4/2023	Cristianna Turvey	Outstanding	\$9,020.00	62-6500-5760-1190-5810-020-000	Educational Consultants	SPED Services - March 2023	\$8,857.50
3299	5/4/2023	Wilkinson Hadley King & Co. LLP	Outstanding	\$1,000.00	62-0000-0000-7191-5806-020-000	Audit Services	Therapy, Observation, Testing, Screening	\$9,020.00
3298	5/4/2023	UnitedHealthcare of CA	Outstanding	\$11,686.56	62-0000-1110-1000-3403-020-000	Health & Welfare Benefits	Preparation 2021 Tax Return	\$1,000.00
79							May 2023 Premium	\$11,686.56

Bella Mente

Check Register 5/1/2023 through 5/31/2023

3292	5/4/2023	San Diego County Office of Education	Outstanding		\$260.00	62-0000-0000-7410-5210-020-000	Training and Development Expense	Active Shooter/Armed Assailant Training	\$260.00
3296	5/4/2023	Scout Education Inc.	Outstanding		\$6,221.00	62-0000-1110-1000-5810-020-000	Educational Consultants	Substitute Services 04/17-04/21/23	\$6,221.00
3295	5/4/2023	Soliant	Outstanding		\$3,935.75	62-6500-5760-1190-5810-020-000	Educational Consultants	School OT - 04/16/23	\$1,911.00
						62-6500-5760-1190-5810-020-000	Educational Consultants	School OT - 4/17/23 - 4/20/23	\$2,024.75
3291	5/4/2023	San Diego Gas & Electric	Outstanding		\$5,363.59	62-0000-0000-8100-5501-020-000	Utilities	Electric Charges - 3/28/23 - 4/26/23	\$5,363.59
3293	5/4/2023	Schola, Inc.	Outstanding		\$7,000.00	62-0000-0000-2700-5815-020-000	Advertising/Recruiting	ScholaRecruiter Pro	\$3,500.00
						62-0000-0000-2700-5815-020-000	Advertising/Recruiting	ScholarRecruiter Pro	\$3,500.00
3289	5/4/2023	PowerSchool Group LLC	Outstanding		\$5,881.25	62-0000-0000-0000-9330-020-000	Prepaid Expenses	PowerSchool SIS Hosted Subscription	\$5,881.25
3287	5/4/2023	Mutual of Omaha	Outstanding		\$2,977.21	62-0000-1110-1000-3403-020-000	Health & Welfare Benefits	May 2023 Premium	\$2,977.21
Total Check Amount				\$158,749.31	Total GL Amount				\$158,749.31

Employment Changes as of June 13, 2023

New Hires Full Time: Upper Elementary Teacher (2)
Middle School Teacher (2)
Lower Elementary Teacher (1)
Primary Teacher (1)
T.O.S.A. (1)

New Hires Part Time: Instructional Assistant (3)
Child Nutrition II (1)
Health Technician II (1)

Release: Primary Teacher (1)
Upper Elementary Teacher (4)
Lower Elementary Teacher (2)
Instructional Assistant (1)
Education Specialist (1)
School Counselor (1)

Open Positions for 23-24:

Classified Positions:

Part Time: Instructional Assistant (4)

Full Time: None

Certificated Positions:

Part Time: None

Full Time: Montessori Coach (4-6)
School Counselor
Education Specialist

INDEPENDENT CONTRACTOR AGREEMENT

(Speech and Language Pathologist Services)

This Independent Contractor Agreement (“Agreement”) is entered into as of July 1, 2023 (“Effective Date”) by and between Bella Mente Charter School (“Bella Mente”) and Cristianna Turvey (“Consultant”), dba () collectively referred to as the “Parties”, with respect to the following facts:

WHEREAS, Bella Mente is a California nonprofit public benefit corporation that operates the public charter schools known as Bella Mente Academies and located in Vista, California;

WHEREAS, Consultant is experienced, qualified, and engaged in the business of providing speech and language pathology services; and

WHEREAS, Bella Mente desires to retain Consultant as an independent contractor for the purpose of providing the Consulting Services described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the Parties agree as follows:

Section 1. Nature of Services and Relationship.

1.1 Consultant is hereby engaged by Bella Mente to perform the services specified in Attachment A (the “Consulting Services”), which is incorporated by reference. Consultant shall determine the method, details and means of performing all Consulting Services. Consultant shall supply at its own expense all tools, materials and equipment required to perform all Consulting Services under this Agreement, to the extent that any are required. Consultant assumes full responsibility for the performance of all Consulting Services provided under this Agreement. Bella Mente does not guarantee any minimum amount of work by this Agreement. Except as authorized in writing by Bella Mente, Consultant shall not have authority to enter into any contracts or agreements on behalf of Bella Mente.

1.2 Bella Mente’s usual course of business is operating tuition-free public charter schools. Consultant’s expertise and skill set is in the area of providing speech and language pathology support services, and Consultant warrants that it is engaged in an independent and bona fide business operation in such area, markets itself as such, is in possession of a valid business license/insurance when required, and is providing similar services to others.

1.3 Consultant assumes full responsibility for the performance of its duties under the terms of this Agreement and warrants that it is fully qualified in Consultant’s specialized skill or expertise to perform such duties. Bella Mente will not provide any training or instruction to Consultant concerning

the manner and means of providing the services that are subject to this Agreement because Consultant warrants that it is highly skilled at providing speech and language pathology services, and is providing similar services to others.

1.4 Bella Mente acknowledges that it does not and will not control or direct Consultant with regard to the manner or means in which Consultant performs its duties under this Agreement. Bella Mente shall simply have the right to approve or disapprove the final services provided by Consultant and shall have the right to set timing requirements (such as when Consultant may be present on campus) for the completion of services pursuant to this Agreement. Consultant understands and agrees that Consultant lacks the authority to bind Bella Mente contractually, conduct business on Bella Mente's behalf, or incur any obligations on behalf of Bella Mente. Specifically, Consultant agrees not to represent Consultant as an employee of Bella Mente in any capacity, including without limitation when interacting with Bella Mente's students, parents, vendors, or other community members (attire, verbal statements, e-mail, telephone, business cards, etc.).

1.5 If Consultant is a corporation or LLC or otherwise uses employees and/or agents in any capacity to fulfill this Agreement, Consultant warrants that all provisions of this Agreement are binding on each of Consultant's employees and agents.

1.6 Independent Contractor and Not Employee; No Employment Relationship. It is expressly understood between the Parties that Consultant is an independent contractor and not an employee of Bella Mente. No employment relationship exists between the Parties or any of Consultant's employees or agents.

_____ Consultant's Initials Regarding Section 1.6.

Section 2. Term of Services and Termination of Agreement. Consultant agrees to perform services for Bella Mente pursuant to the terms of this Agreement from the Effective Date through June 30, 2023 ("Termination Date"), unless any of the following occur: (1) the Parties agree in writing to renew the term of this Agreement, for a defined project or period of time, pursuant to the same terms of this Agreement ("Extension Date"); or (2) the Parties agree in writing to otherwise modify the terms of this Agreement in accordance with Section 10.2. Notwithstanding this previous sentence, Consultant or Bella Mente may terminate this Agreement at any time, with or without reason, by providing 14 days' written notice to the other party. Notwithstanding any other provision of this Agreement, certain terms of this Agreement shall remain in effect after the Termination Date (including without limitation Sections 5, 6, 7, 9 and 11.1 of this Agreement).

Section 3. Payment and Invoicing. In exchange for Consultant's performance of the Consulting Services set forth in Attachment A, Bella Mente shall pay Consultant at a rate of \$92 per hour (not to exceed a total amount of \$91,080), subject to early termination as provided in Section 2 of this

Agreement. To qualify for payment, Consultant shall submit to Bella Mente on a weekly or monthly basis itemized invoices for all services rendered pursuant to this Agreement. Bella Mente shall pay Consultant the non-disputed amount invoiced within 30 days of its receipt of each invoice. Any damages or costs incurred by Bella Mente, including without limitation replacement costs, as a result of Consultant's failure to competently perform under this Agreement may be deducted by Bella Mente from any amounts owed to Consultant.

Section 4. Materials/Equipment. Consultant is responsible for any costs associated with providing services under this Agreement, including without limitation any materials or equipment.

Section 5. Consultant's Obligation to Pay Taxes; Tax Indemnification.

5.1 All compensation called for under this Agreement will be paid without deductions or withholdings and will be accompanied by a Form 1099 at year end. As an independent contractor, Consultant agrees that it will be solely responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided for its services under this Agreement. In addition, Consultant shall fill out and execute a Form W-9. Bella Mente shall have the right to inspect and audit Consultant's tax records as necessary to ensure compliance with this Agreement.

5.2 Bella Mente shall not have a duty to defend or indemnify Consultant against any tax claim or assessment associated with any payments under this Agreement. Consultant shall cooperate in the defense of any tax claims brought against Bella Mente associated with any such payments. Further, Consultant shall indemnify and hold Bella Mente harmless against any action, claim, charge, investigation, or other proceeding taken against Bella Mente in the event that any taxing authority challenges the allocation or characterization of the payment and/or seeks payment of taxes, interest, penalties, costs, fees, damages, interest, or other assessments from it in connection with any payments under this Agreement. This Section further incorporates by reference Consultant's obligations set forth in Section 7.

Section 6. Insurance; Business Requirements; Related Obligations.

6.1

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. Commercial Auto Liability Insurance for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

6.2 Consultant shall be responsible for performing all duties incident to operating a business, including without limitation obtaining all necessary licenses (if applicable) and paying all applicable taxes. Bella Mente shall have the right to inspect and audit Consultant's business records as necessary to ensure compliance with this Agreement.

Section 7. Indemnification.

7.1 To the fullest extent allowed by applicable law, and in addition to any other indemnification and/or defense obligations set forth in other provisions of this Agreement, Consultant agrees to defend, indemnify, and hold Bella Mente (including without limitation its officers, directors, shareholders, agents, and employees) harmless from any and all claims, causes of action, charges, demands, costs, expenses, attorneys' fees, disputes, losses, penalties, liability, investigations, lawsuits, property damage, bodily injury, or proceedings of any kind, in law or equity, or every kind or nature whatsoever, arising out of or relating to Consultant's performance of services or obligations pursuant to this Agreement (including without limitation any conduct or actions by any of Consultant's employees or agents), regardless of any actions by Bella Mente, its officers, directors, shareholders, agents, employees, contractors, clients, or customers ("Claims"). Consultant's duties to defend, indemnify, and hold Bella Mente harmless as set forth in this Section include, but are not limited to, Claims arising out of or relating to any aspect of Consultant's services, Consultant's use of employees or agents of any kind (including without limitation any and all employment-related claims involving Bella Mente and/or with respect to compensation/benefits allegedly being due, such as torts, wage and hour, health/safety, paid sick leave, benefits, unemployment insurance benefits, state disability or paid family leave benefits, workers' compensation, among others), Consultant's breach of this Agreement, customer/client/student disputes of any kind, Consultant's violation of any applicable law,

tax issues of any kind, any other applicable laws for which Bella Mente may be liable as an employer relating to Consultant's employees or agents.

7.2 Consultant's duty to defend Bella Mente is entirely separate and independent from Consultant's duty to indemnify and hold Bella Mente harmless. Such defense obligation shall arise immediately upon written notice of any Claims to Bella Mente and shall apply without regard to Bella Mente's liability or whether any liability has been determined. In the event of any Claims for which indemnification is required under this Agreement, Bella Mente reserves the right to select counsel of its own choosing, for which Consultant shall have the responsibility to pay all fees and costs (including without limitation settlement amounts) of such counsel, and control its defense (including without limitation settlement authority). Consultant shall reimburse Bella Mente for all of its fees and costs (including without limitation settlement amounts) as a result of such indemnification within 15 days of each of Bella Mente's written requests for such payment.

Section 8. Compliance with Laws; Warranties. Consultant represents and warrants that Consultant shall comply with all applicable laws for purposes of this Agreement, including without limitation wage and hour (state and federal), paid sick leave, employment-related laws, workers' compensation, and all laws relating to the use of Consultant's employees and/or agents (such as hiring, termination, compensation, leaves of absence, benefits, and health and safety, including without limitation OSHA and Cal/OSHA). Consultant further represents and warrants that Consultant and Consultant's employees and/or agents, if any, shall comply with all applicable laws regarding negligence, safety, theft, and property when performing services under this Agreement. Bella Mente shall incur no liability with regard to any violation of applicable laws by Consultant or Consultant's employees and/or agents.

Section 9. Non-Disclosure of Confidential Information. Consultant shall protect "confidential information" obtained during the course of performing services to Bella Mente pursuant to this Agreement. "Confidential information" includes any information about Bella Mente, its employees, or its students and families, including without limitation any employee and personnel files; student records; student and/or parent lists; any other data, information, or material protected from disclosure by trade secret laws, FERPA, or privacy laws; and any information about Bella Mente's business operations including its records maintenance, file storage and organization, marketing strategies and plans, financial and marketing data, computer records, formulas, and trade secrets. Consultant shall not disclose any confidential information except as expressly authorized by Bella Mente in order for Consultant to perform services under the Agreement or to comply with applicable law. Consultant further agrees and acknowledges that the commitment to protect confidential information is of great value to Bella Mente, and that it significantly affects the successful conduct of Bella Mente's business and its goodwill. Any breach of this Section shall be a material breach of this Agreement. Bella Mente shall be entitled to an emergency injunction to enjoin and restrain the unauthorized disclosure of confidential information by Consultant. Consultant shall immediately

return all Bella Mente property, including documents and other confidential information, upon the termination of this Agreement or upon any request by Bella Mente.

Section 10. Mandatory Screening. Consultant affirms Consultant and its employees, contractors, and agents, if any, have not committed a serious or violent felony. Consultant shall ensure its employees, agents, and contractors complete a criminal background check through the Department of Justice in accordance with Education Code Section 45125.1. Consultant shall ensure its employees, agents, and contractors who will be present on campus and may have frequent or prolonged contact with students are pre-screened for tuberculosis. Consultant shall provide School evidence of such screenings immediately upon request.

Section 11. Miscellaneous.

11.1 Governing Law; Disputes. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of California, without reference to its choice of law rules. The Parties agree to submit any and all disputes or claims arising from or relating to this Agreement (including without limitation enforcement of, breach of, or interpretation of this Agreement) to mandatory and binding arbitration. Each party shall be responsible for its own costs and attorneys' fees in connection with the arbitration; however, the Parties shall equally split the costs of the arbitration (i.e., the arbitrator).

11.2 Entire Agreement. This Agreement (including its attachment) sets forth the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all other oral or written agreements, representations, and understandings. This Agreement may only be modified by a writing signed by Consultant and Bella Mente.

11.3 Successors and Assigns. This Agreement shall be binding upon the successors, assigns, and legal representatives of Consultant and inures to the benefit of any successors or assigns of Bella Mente.

11.4 Construction. The headings used herein are for convenience or reference only and shall not affect the construction of, or be taken into consideration in interpreting, any provision of this Agreement. This Agreement shall not be interpreted against a party by virtue of such party's participation in the drafting of the Agreement or any provisions herein.

11.5 Severability. The Parties agree that this Agreement is severable and that in the event any provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions will not be affected or impaired. Additionally, the Parties expressly grant to any jurisdictional entity interpreting this Agreement the power and authority to

modify the terms of this Agreement to the extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.

11.6 Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered by overnight mail, facsimile, email and/or by hand to the address of Consultant or to the principal office of Bella Mente as follows:

To Bella Mente: Bella Mente Academies

To Consultant: _____

Attn: Erin Feeley, Executive Director

1737 W. Vista Way

Vista, CA 92083

Email: efeeley@bellamentecharter.org

11.7 Waivers. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver of any provision of this Agreement shall be binding on the Parties unless it is executed in writing by the party making the waiver.

11.8 Authority. The individuals signing below on behalf of an entity represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective entity.

11.9 Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original and all such counterparts together shall constitute one agreement. To the maximum extent permitted by law or by any applicable governmental authority, any document may be signed and transmitted by facsimile, PDF, e-mail, DocuSign, electronic signature, scanned, or similar electronic means with the same validity as if it were an ink-signed document.

11.10 Due Process Proceedings. CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all

documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

11.11 STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS. Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

11.12 Child Abuse Reporting. CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

IN WITNESS HEREOF, by signing below the Parties hereto voluntarily enter into this Agreement as of the Effective Date, and they acknowledge that they have read and understand the terms set forth herein and agree to be bound thereby.

Bella Mente Charter School,

a California nonprofit public benefit corporation

Dated: June____, 2023

Erin Feeley, Executive Director

Consultant

Dated: June____, 2023

Cristianna Turvey, Consultant

ATTACHMENT A

Consulting Services

Subject to the terms and conditions of the Independent Contractor Agreement (“Agreement”) between Bella Mente Charter School (“Bella Mente”) and Cristianna Turvey (“Consultant”), Consultant hereby agrees to perform the following Consulting Services:

- Consultant will provide direct and indirect services as listed on eligible students’ Individualized Education Program (IEP).
- Consultant will work to prevent, assess, diagnose, and treat speech, language, social communication, cognitive-communication, and swallowing disorders.
- Consultant will plan and develop individualized therapeutic procedures for correcting or minimizing communicative disabilities.
- Consultant will provide augmentative and alternative communication (AAC) systems for individuals with severe expressive and/or language comprehension disorders, such as autism spectrum disorder or progressive neurological disorders.
- Consultant will complete formal and informal assessments in accordance with the mandated Federal, State, and/or District timelines.
- Consultant will monitor, assess and adjust therapy in response to student issues, needs and progress.
- Consultant will administer, score and interpret diagnostic tests to identify language, speech and other related communication needs of students.
- Consultant will place students in appropriate treatment and or a therapeutic program to develop and implement remedial strategies, goals, objectives, schedules and techniques.
- Consultant will conduct observations when necessary.
- Consultant will organize and provide, in writing, assessment results to case managers in a timely manner prior to the IEP.
- Consultant will prepare and maintain a variety of records, reports and files related to students, disabilities, assessments, therapy, progress and assigned activities.
- Consultant will complete and provide required billing documentation.
- Consultant will collaborate with parents, students, and school professionals as it relates to student success.
- Consultant will refer parents to community resources, health agencies and outside therapy services as appropriate.
- Consultant will screen students for possible speech and language concerns, either parent or teacher requested.
- Consultant will act as a resource for teachers and parents.

Consultant shall diligently perform the above described Consulting Services in accordance with the terms and conditions of the Agreement. The Parties may amend or modify the above described Consulting Services by written agreement signed by the Parties.

INDEPENDENT CONTRACTOR AGREEMENT

(Library Services)

This Independent Contractor Agreement (“Agreement”) is entered into as of July 1, 2023 (“Effective Date”) by and between Bella Mente Charter School (“Bella Mente”) and Kimberly Adams (“Consultant”), collectively referred to as the “Parties”, with respect to the following facts:

WHEREAS, Bella Mente is a California nonprofit public benefit corporation that operates the public charter schools known as Bella Mente Academies and located in Vista, California;

WHEREAS, Consultant is experienced, qualified, and engaged in the business of providing library organization and cataloging; and

WHEREAS, Bella Mente desires to retain Consultant as an independent contractor for the purpose of providing the Consulting Services described herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and the mutual covenants contained herein, and for other good, valuable and sufficient consideration, the Parties agree as follows:

Section 1. Nature of Services and Relationship.

1.1 Consultant is hereby engaged by Bella Mente to perform the services specified in Attachment A (the “Consulting Services”), which is incorporated by reference. Consultant shall determine the method, details and means of performing all Consulting Services. Consultant shall supply at its own expense all tools, materials and equipment required to perform all Consulting Services under this Agreement, to the extent that any are required. Consultant assumes full responsibility for the performance of all Consulting Services provided under this Agreement. Bella Mente does not guarantee any minimum amount of work by this Agreement. Except as authorized in writing by Bella Mente, Consultant shall not have authority to enter into any contracts or agreements on behalf of Bella Mente.

1.2 Bella Mente’s usual course of business is operating tuition-free public charter schools. Consultant’s expertise and skill set is in the area of providing office and administrative support services, and Consultant warrants that it is engaged in an independent and bona fide business operation in such area, markets itself as such, is in possession of a valid business license/insurance when required, and is providing similar services to others.

1.3 Consultant assumes full responsibility for the performance of its duties under the terms of this Agreement and warrants that it is fully qualified in Consultant’s specialized skill or expertise to perform such duties. Bella Mente will not provide any training or instruction to Consultant concerning

the manner and means of providing the services that are subject to this Agreement because Consultant warrants that it is highly skilled at providing office and administrative support services, and is providing similar services to others.

1.4 Bella Mente acknowledges that it does not and will not control or direct Consultant with regard to the manner or means in which Consultant performs its duties under this Agreement. Bella Mente shall simply have the right to approve or disapprove the final services provided by Consultant and shall have the right to set timing requirements (such as when Consultant may be present on campus) for the completion of services pursuant to this Agreement. Consultant understands and agrees that Consultant lacks the authority to bind Bella Mente contractually, conduct business on Bella Mente's behalf, or incur any obligations on behalf of Bella Mente. Specifically, Consultant agrees not to represent Consultant as an employee of Bella Mente in any capacity, including without limitation when interacting with Bella Mente's students, parents, vendors, or other community members (attire, verbal statements, e-mail, telephone, business cards, etc.).

1.5 If Consultant is a corporation or LLC or otherwise uses employees and/or agents in any capacity to fulfill this Agreement, Consultant warrants that all provisions of this Agreement are binding on each of Consultant's employees and agents.

1.6 Independent Contractor and Not Employee; No Employment Relationship. It is expressly understood between the Parties that Consultant is an independent contractor and not an employee of Bella Mente. No employment relationship exists between the Parties or any of Consultant's employees or agents.

_____ Consultant's Initials Regarding Section 1.6.

Section 2. Term of Services and Termination of Agreement. Consultant agrees to perform services for Bella Mente pursuant to the terms of this Agreement from the Effective Date through June 30, 2024 ("Termination Date"), unless any of the following occur: (1) the Parties agree in writing to renew the term of this Agreement, for a defined project or period of time, pursuant to the same terms of this Agreement ("Extension Date"); or (2) the Parties agree in writing to otherwise modify the terms of this Agreement in accordance with Section 10.2. Notwithstanding this previous sentence, Consultant or Bella Mente may terminate this Agreement at any time, with or without reason, by providing 14 days' written notice to the other party. Notwithstanding any other provision of this Agreement, certain terms of this Agreement shall remain in effect after the Termination Date (including without limitation Sections 5, 6, 7, 9 and 11.1 of this Agreement).

Section 3. Payment and Invoicing. In exchange for Consultant's performance of the Consulting Services set forth in Attachment A, Bella Mente shall pay Consultant at a rate of \$20.49 per hour (not to exceed a total amount of \$19,000.00), subject to early termination as provided in Section 2 of this

Agreement. Travel and mileage may be billed separately if approved in writing by Bella Mente Charter School before services are rendered. To qualify for payment, Consultant shall submit to Bella Mente on a monthly basis itemized invoices for all services rendered pursuant to this Agreement. Bella Mente shall pay Consultant the non-disputed amount invoiced within 30 days of its receipt of each invoice. Any damages or costs incurred by Bella Mente, including without limitation replacement costs, as a result of Consultant's failure to competently perform under this Agreement may be deducted by Bella Mente from any amounts owed to Consultant.

Section 4. Materials/Equipment. Consultant is responsible for any costs associated with providing services under this Agreement, including without limitation any materials or equipment.

Section 5. Consultant's Obligation to Pay Taxes; Tax Indemnification.

5.1 All compensation called for under this Agreement will be paid without deductions or withholdings and will be accompanied by a Form 1099 at year end. As an independent contractor, Consultant agrees that it will be solely responsible for the reporting and payment of any state and/or federal income tax or other withholdings on the compensation provided for its services under this Agreement. In addition, Consultant shall fill out and execute a Form W-9. Bella Mente shall have the right to inspect and audit Consultant's tax records as necessary to ensure compliance with this Agreement.

5.2 Bella Mente shall not have a duty to defend or indemnify Consultant against any tax claim or assessment associated with any payments under this Agreement. Consultant shall cooperate in the defense of any tax claims brought against Bella Mente associated with any such payments. Further, Consultant shall indemnify and hold Bella Mente harmless against any action, claim, charge, investigation, or other proceeding taken against Bella Mente in the event that any taxing authority challenges the allocation or characterization of the payment and/or seeks payment of taxes, interest, penalties, costs, fees, damages, interest, or other assessments from it in connection with any payments under this Agreement. This Section further incorporates by reference Consultant's obligations set forth in Section 7.

Section 6. Insurance; Business Requirements; Related Obligations.

6.1 Consultant expressly acknowledges and understands that Bella Mente shall have no obligation to provide insurance or benefits of any kind for Consultant, Consultant's business, or any of Consultant's employees or agents in any capacity. Consultant agrees to obtain and maintain general business liability insurance in coverage amounts as is customary in Consultant's trade or services. Consultant shall provide a copy of its general business liability insurance policy to Bella Mente within

10 days of Bella Mente's request during the term of this Agreement. Consultant has a duty to maintain valid and current insurance pursuant to this Section during the term of this Agreement.

6.2 Consultant shall be responsible for performing all duties incident to operating a business, including without limitation obtaining all necessary licenses (if applicable) and paying all applicable taxes. Bella Mente shall have the right to inspect and audit Consultant's business records as necessary to ensure compliance with this Agreement.

Section 7. Indemnification.

7.1 To the fullest extent allowed by applicable law, and in addition to any other indemnification and/or defense obligations set forth in other provisions of this Agreement, Consultant agrees to defend, indemnify, and hold Bella Mente (including without limitation its officers, directors, shareholders, agents, and employees) harmless from any and all claims, causes of action, charges, demands, costs, expenses, attorneys' fees, disputes, losses, penalties, liability, investigations, lawsuits, property damage, bodily injury, or proceedings of any kind, in law or equity, or every kind or nature whatsoever, arising out of or relating to Consultant's performance of services or obligations pursuant to this Agreement (including without limitation any conduct or actions by any of Consultant's employees or agents), regardless of any actions by Bella Mente, its officers, directors, shareholders, agents, employees, contractors, clients, or customers ("Claims"). Consultant's duties to defend, indemnify, and hold Bella Mente harmless as set forth in this Section include, but are not limited to, Claims arising out of or relating to any aspect of Consultant's services, Consultant's use of employees or agents of any kind (including without limitation any and all employment-related claims involving Bella Mente and/or with respect to compensation/benefits allegedly being due, such as torts, wage and hour, health/safety, paid sick leave, benefits, unemployment insurance benefits, state disability or paid family leave benefits, workers' compensation, among others), Consultant's breach of this Agreement, customer/client/student disputes of any kind, Consultant's violation of any applicable law, tax issues of any kind, any other applicable laws for which Bella Mente may be liable as an employer relating to Consultant's employees or agents.

7.2 Consultant's duty to defend Bella Mente is entirely separate and independent from Consultant's duty to indemnify and hold Bella Mente harmless. Such defense obligation shall arise immediately upon written notice of any Claims to Bella Mente and shall apply without regard to Bella Mente's liability or whether any liability has been determined. In the event of any Claims for which indemnification is required under this Agreement, Bella Mente reserves the right to select counsel of its own choosing, for which Consultant shall have the responsibility to pay all fees and costs (including without limitation settlement amounts) of such counsel, and control its defense (including without limitation settlement authority). Consultant shall reimburse Bella Mente for all of its fees and costs (including without limitation settlement amounts) as a result of such indemnification within 15 days of each of Bella Mente's written requests for such payment.

Section 8. Compliance with Laws; Warranties. Consultant represents and warrants that Consultant shall comply with all applicable laws for purposes of this Agreement, including without limitation wage and hour (state and federal), paid sick leave, employment-related laws, workers' compensation, and all laws relating to the use of Consultant's employees and/or agents (such as hiring, termination, compensation, leaves of absence, benefits, and health and safety, including without limitation OSHA and Cal/OSHA). Consultant further represents and warrants that Consultant and Consultant's employees and/or agents, if any, shall comply with all applicable laws regarding negligence, safety, theft, and property when performing services under this Agreement. Bella Mente shall incur no liability with regard to any violation of applicable laws by Consultant or Consultant's employees and/or agents.

Section 9. Non-Disclosure of Confidential Information. Consultant shall protect "confidential information" obtained during the course of performing services to Bella Mente pursuant to this Agreement. "Confidential information" includes any information about Bella Mente, its employees, or its students and families, including without limitation any employee and personnel files; student records; student and/or parent lists; any other data, information, or material protected from disclosure by trade secret laws, FERPA, or privacy laws; and any information about Bella Mente's business operations including its records maintenance, file storage and organization, marketing strategies and plans, financial and marketing data, computer records, formulas, and trade secrets. Consultant shall not disclose any confidential information except as expressly authorized by Bella Mente in order for Consultant to perform services under the Agreement or to comply with applicable law. Consultant further agrees and acknowledges that the commitment to protect confidential information is of great value to Bella Mente, and that it significantly affects the successful conduct of Bella Mente's business and its goodwill. Any breach of this Section shall be a material breach of this Agreement. Bella Mente shall be entitled to an emergency injunction to enjoin and restrain the unauthorized disclosure of confidential information by Consultant. Consultant shall immediately return all Bella Mente property, including documents and other confidential information, upon the termination of this Agreement or upon any request by Bella Mente.

Section 10. Mandatory Screening. Consultant affirms Consultant and its employees, contractors, and agents, if any, have not committed a serious or violent felony. Consultant shall ensure its employees, agents, and contractors complete a criminal background check through the Department of Justice in accordance with Education Code Section 45125.1. Consultant shall ensure its employees, agents, and contractors who will be present on campus and may have frequent or prolonged contact with students are pre-screened for tuberculosis. Consultant shall provide School evidence of such screenings immediately upon request.

Section 11. Miscellaneous.

11.1 Governing Law; Disputes. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of California, without reference to its choice of law rules. The Parties agree to submit any and all disputes or claims arising from or relating to this Agreement (including without limitation enforcement of, breach of, or interpretation of this Agreement) to mandatory and binding arbitration. Each party shall be responsible for its own costs and attorneys' fees in connection with the arbitration; however, the Parties shall equally split the costs of the arbitration (i.e., the arbitrator).

11.2 Entire Agreement. This Agreement (including its attachment) sets forth the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all other oral or written agreements, representations, and understandings. This Agreement may only be modified by a writing signed by Consultant and Bella Mente.

11.3 Successors and Assigns. This Agreement shall be binding upon the successors, assigns, and legal representatives of Consultant and inures to the benefit of any successors or assigns of Bella Mente.

11.4 Construction. The headings used herein are for convenience or reference only and shall not affect the construction of, or be taken into consideration in interpreting, any provision of this Agreement. This Agreement shall not be interpreted against a party by virtue of such party's participation in the drafting of the Agreement or any provisions herein.

11.5 Severability. The Parties agree that this Agreement is severable and that in the event any provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining provisions will not be affected or impaired. Additionally, the Parties expressly grant to any jurisdictional entity interpreting this Agreement the power and authority to modify the terms of this Agreement to the extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.

11.6 Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and delivered by overnight mail, facsimile, email and/or by hand to the address of Consultant or to the principal office of Bella Mente as follows:

To Bella Mente: Bella Mente Academies

To Consultant: _____

Attn: Erin Feeley, Executive Director

1737 W. Vista Way

Vista, CA 92083

Email: efeeley@bellamentecharter.org

11.7 Waivers. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver of any provision of this Agreement shall be binding on the Parties unless it is executed in writing by the party making the waiver.

11.8 Authority. The individuals signing below on behalf of an entity represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective entity.

11.9 Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart shall be deemed to be an original and all such counterparts together shall constitute one agreement. To the maximum extent permitted by law or by any applicable governmental authority, any document may be signed and transmitted by facsimile, PDF, e-mail, DocuSign, electronic signature, scanned, or similar electronic means with the same validity as if it were an ink-signed document.

IN WITNESS HEREOF, by signing below the Parties hereto voluntarily enter into this Agreement as of the Effective Date, and they acknowledge that they have read and understand the terms set forth herein and agree to be bound thereby.

Bella Mente Charter School,

a California nonprofit public benefit corporation

Dated: June ____, 2023

Erin Feeley, Executive Director

Consultant

Dated: June ____, 2023

Kimberly Adams, Consultant

ATTACHMENT A

Consulting Services

Subject to the terms and conditions of the Independent Contractor Agreement (“Agreement”) between Bella Mente Charter School (“Bella Mente”) and Kimberly Adams (“Consultant”), Consultant hereby agrees to perform the following Consulting Services:

In the school library, consultant will:

- Ensure all books are organized and placed in their proper section per recognized library organizational practices
- Ensure all books have Bella Mente asset tags
- Ensure all books are entered in Library World
- Create a Library World training guide for teaching staff to use to check out and check in library materials
- Create a Library Best practice sheet to keep the library in order

In the school curriculum storage rooms, consultant will:

- Ensure all materials are organized and placed in the proper section
- Ensure all materials have Bella Mente asset tags and entered in the asset Tiger system
- Create a list of materials to order to ensure Montessori curriculum is in working order
- Create a curriculum inventory sheet for all classrooms for tk-8
- Disseminate classroom curriculum materials as necessary throughout the school year

Consultant shall diligently perform the above described Consulting Services in accordance with the terms and conditions of the Agreement. The Parties may amend or modify the above described Consulting Services by written agreement signed by the Parties.



PROPOSAL FOR CONSTRUCTION

Name: Bella Mente Office TI

Attention: Erin Feeley

Address: 1737 West Vista Way, Vista, California 92078

Phone: (760) 621-8931

Email: efeeley@bellamentecharter.org

Richard & Richard Construction Co., Inc. "Contractor", hereby offers to contract with Bella Mente Montessori Academy "Owner", to furnish, and arrange for the delivery of long lead time materials necessary to improve the premises located at: 1737 West Vista Way, Vista, California 92078, according to the following specifications.

Scope of Work:

1. Includes demo of existing office space per Demo Plan Exhibit C.
2. Includes new walls, ceiling tiles, flooring, paint and restroom per Floor Plan Exhibit D.

The construction documents are as follows:

1. Exhibit A – Schedule of Values
2. Exhibit B – Qualifications
3. Exhibit C – Demo Plan
4. Exhibit D – Floor Plan

The price for all labor and materials is \$86,866.00

Payments are to be made as follows: Invoice to owner by the end of the month for work completed, payable by the 15th of the following month and full payment due within 35 days of substantial completion.



Any and all material or labor furnished at the request of Owner, or is a condition not reasonably observed by Contractor, which is not included within the Scope of Work and construction documents set forth above shall constitute extra work. Owner agrees to pay the cost thereof, plus fifteen percent (15%) which will be added to the next billing due from the Contractor.

Owner understands that this written contract constitutes the entire agreement between Owner and Contractor; it may not be altered or supplemented without a written agreement to such effect signed by Owner and Contractor. No verbal understandings and agreements have been made by either party which are not incorporated in the terms of this written contract.

Owner agrees that in the event of a cancellation of this agreement after the right of rescission has expired and before full performance by Contractor, Owner shall pay Contractor as damages, all costs of labor and material incurred by Contractor to the date of the cancellation plus a reasonable profit and overhead.

In the event either party retains an attorney to enforce any of the provisions of this agreement, including the need to file legal action, the prevailing party shall be entitled to recover all reasonable attorneys' fees therein incurred.

This contract is based on a complete job and any surplus material remaining the property of Contractor.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard construction practices. Owners to carry builder's risk insurance. Contractor to provide general liability and worker's compensation insurance.

Respectfully Submitted: Jeremy Palmer Project Manager R&R Construction

Acceptance of Offer by Owner:

The above prices, specifications, and terms are satisfactory and are hereby accepted and agreed to.

Name: Erin Feeley

Title: Executive Director

Signature: _____

Date: _____



Contractors are required by law to be licensed and regulated by the Contractor's State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826.



Est. #:
Project:
Address:

23020-T
Bella Mente TI
Vista , CA

Date:
Attention:
Phone:
Email:

6/2/2023
Erin Feeley
760-621-8931
efeeley@bellamentecharter.org

Wks
Mos

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1.5

No.	CSI Code	Trade	Design	General Conditions	Building	Total	Detail	Cost Comp.
1	00109	Architectural - Basic Layout for Owner /Approval	450			450	0	450
2	00110	Civil Engineering	0			0	0	0
10	00108	Fuel		900	0	900	0	900
15	00126	Software License - Procore/Sage		100	0	100	91	9
16	00127	Cell Phone		188	0	188	0	188
41	00190	Contract Close Out		200	0	200	0	200
42	00191	Warranty		200	0	200	0	200
43	00193	Misc. Protective Materials etc...		750	0	750	0	750
1	01000	General Requirements	450	2,338	0	2,788	91	300
9	00159	Daily Clean Up		840	0	840	0	840
10	00160	Final Cleanup		635	0	635	0	635
18	02050	Soft Demolition & Plumbing Trench		0	3,200	3,200	0	3,200
43	03300	Concrete		0	1,510	1,510	0	1,510
49	04200	Unit Masonry - minor patch to come through wall		0	200	200	0	200
56	06100	Rough Carpentry - backin for TA's, and wall mounted lav		0	200	200	0	200
60	06410	Cabinet Work		0	2,000	2,000	0	2,000
61	06650	Solid Surface Countertops		0	900	900	0	900
64	07200	Insulation		0	480	480	0	480
68	07500	Membrane Roofing patch at roof vent		0	150	150	0	150
73	07920	Sealant & Caulking		0	100	100	0	100
74	08100	Doors, Frames		0	1,600	1,600	0	1,600
77	08305	Access Doors		0	175	175	0	175
80	08395	Door Install		0	480	480	0	480
81	08400	Window 6' x 4'h in timely frames to match door frames		0	1,920	1,920	0	1,920
85	08700	Hardware		0	700	700	0	700
86	08930	Window Install		0	130	130	0	130
87	09200	Hardware Install		0	130	130	0	130
88	09250	Drywall		0	6,600	6,600	0	6,600

234 Venture Street, Suite 100, San Marcos, CA 92078

Phone (760) 759-2260 Fax (760) 759-2269 www.rrconstruction.com

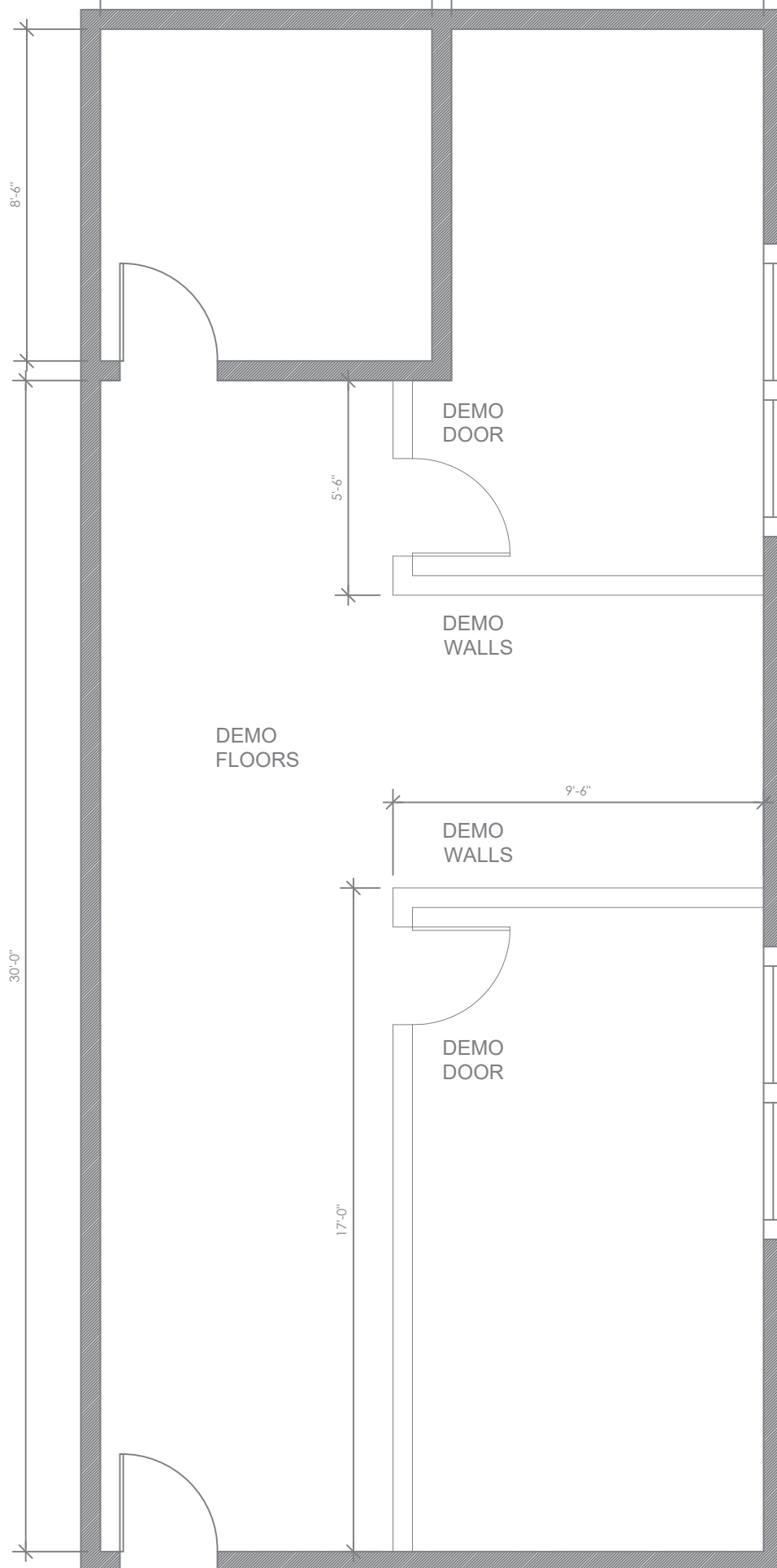
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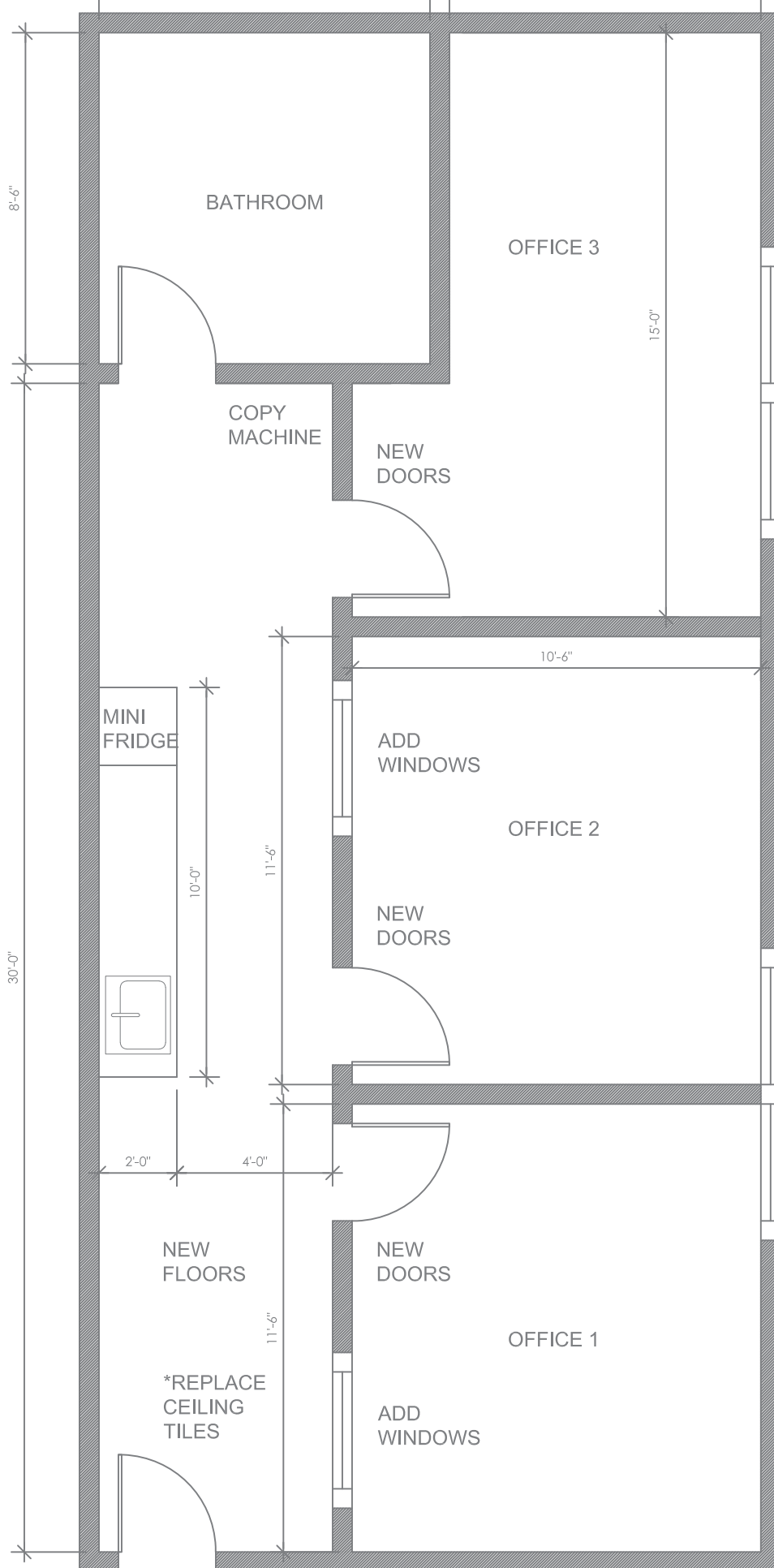
89	<u>09300</u>	Tile Patch in existing Restroom where connect drain line	0	450	450	0	450	0	450
90	09500	Acoustical Ceiling Tiles	0	1,400	1,400	0	1,400	0	1,400
92	<u>09540</u>	Fiberglass Reinforced Panel	0	750	750	0	750	0	750
94	<u>09665</u>	Resilient Flooring LVP	0	5,800	5,800	0	5,800	0	5,800
96	<u>09900</u>	Painting	0	0	0	0	0	0	0
102	10440	Wood Base & Caulking	0	1,170	1,170	0	1,170	0	1,170
109	<u>10800</u>	Toilet & Bath Accessories	0	375	375	0	375	0	375
119	<u>15400</u>	Plumbing	0	4,200	4,200	0	4,200	0	4,200
120	15450	Plumbing Fixtures	0	1,100	1,100	0	1,100	0	1,100
121	<u>15500</u>	Fire Protection	0	2,700	2,700	0	2,700	0	2,700
125	<u>15700</u>	HVAC	0	3,925	3,925	0	3,925	0	3,925
126	<u>16000</u>	Electrical	0	11,705	11,705	0	11,705	0	11,705
133	00102	Project Manager	0	5,760	5,760	0	5,760	0	5,760
135	00104	Project Administrator	0	1,120	1,120	0	1,120	0	1,120
137	00105	Superintendent	0	7,200	7,200	0	7,200	0	7,200
140	00124	Punch/Closeout - Labor	0	750	750	0	750	0	750
141	00125	Punch/Closeout - Material	0	750	750	0	750	0	750
143	00192	Misc. labor for materia purchasing, deliveries, etc...	0	2,520	2,520	0	2,520	0	2,520
145		Subtotal	450	3,813	72,150	76,413	91	73,925	
146	21001	Insurance (1.5%)	7	57	1,082	1,146	1,146		
147		Subtotal	457	3,870	73,232	77,559	1,237		
148	21002	Fee (12%)	55	464	8,788	9,307	83,232		
149		Total	512	4,334	82,020	86,866	84,469		



Job Specific Qualifications

- 1 Bid assumes contractor can use facilities and utilities at building at no cost to contractor
- 2 No Permits or Fees included; owner responsibility if needed
- 3 No Engineering of any sort
- 4 Use of site dumpsters also assumed (Add \$ 850 if that won't work)
- 5 Bid assumes we don't find any hazardous materials such as asbestos
- 6 Proposal includes sound insulation or sound board at bathroom walls ; no other insulation is included
- 7 3' x 7' paint grade (blue to match) doors in timely brown frames & chrome hardware to match as close as possible included
- 8 Restroom and all flooring to have LVP ; restroom to have waterproof backer on . Used 3/SF Mat. Allowance
- 9 1 x 4 wood base throughout - can't use rubber with masonry walls
- 10 Ceiling tile to be replaced in existing ceiling grid with new walls built under grid
- 11 Lighting layout and Diffusers will have to work within existing layout - keeps cost down
- 12 Restroom to have FRP on wet walls
- 13 No window blinds included
- 14 11 ea. New Energy efficient light fixtures included
- 15 Plumbing fixtures include : 1ea. Toilet, 1 bar sink, 1 wall mounted bath lav
- 16 Additional sprinkler heads will likely need to be installed to accommodate code requirements for new walls. It is assumed the owners have a monitoring company they can call and put system in test mode and a shut off and main drain are part of existing system .
- 17 No low voltage systems included: data, phone, security, fire, sound, etc...
- 18 If Client wants to have low voltage vendors add/modify systems for new offices R&R can run a conduit & ring to locations needed.
- 19 Cabinets assumed to be prefabricated cabinets with laminate countertops (or maybe butcher block ?)
- 20 No Title 24 commissioning included
- 21 Plumbing sewer for new restroom assumed to tie into Existing Womens restroom directly on opposite side of wall. Tile will be patched but we can not guarantee it will match perfectly. Put in a \$ 450 Allowance for Labor & Materials
- 22 Proposal assumes the existing mechanical units are adequate for the space and only new ducting will be needed





Schola Premium Services Agreement

School Contact Information					
School Name	("you") Bella Mente Montessori Academy				
Street Address	1737 W. Vista Way				
City	Vista	State	CA	Zip Code	92083
Phone Number	(760) 621-8948				
Point of Contact Information					
Point of Contact Name	Gladys Espino				
Phone	(909) 576-2219				
Email	gespino@bellamentecharter.org				
Billing Contact Information					
Billing Contact Name	Susan Croniser				
Phone	(760) 621-8931				
Email	scroniser@bellamentecharter.org				
Service Provider	Schola, Inc. ("we" or "Schola")				

Services purchased: ScholaRecruiter Pro

Term: 6 months

Service Fee: \$19,950

Payment Terms: One-time payment of \$19,950. Whether you pay the above fees all at once at the outset of this Agreement or pay on a monthly basis, the Term of this agreement is 6 months and by agreeing to the terms of this Agreement, you are agreeing to pay all of the fees set forth above.

Payment Dates: All invoices are created with Net 10 payment terms.

Payment Type: ACH/CC: Your account details are required to be on file before services begin.

Premium Service Start Date: 06/07/2023

Premium Service End Date: 12/06/2023

Automatic Renewal: This Agreement renews automatically for additional Terms of the ScholaRecruiter Pro Premium Services Agreement on a month-to-month basis as set forth herein unless you notify us by email at help@scholasolutions.com at least 30 days prior to the end of the Term or subsequent end dates of later Terms.

Premium Service name and description: ScholaRecruiter Pro

ScholaRecruiter Pro, as more fully described in [Exhibit A](#), streamlines your recruitment and enrollment process by automating the student lead follow-up and giving you access to premium features on the Schola platform.

Receive on call customer support 5 business days a week from your Schola Enrollment Advisor.

The Schola team commits to following up with your student leads in the attempt to get prospective families to initiate the enrollment process.

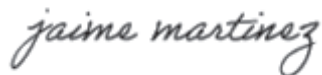
All orders are subject to the Terms and Conditions of the [Terms of Service](#) and [Privacy Policy](#), as may be amended from time to time, attached hereto as [Exhibit B](#). Schola may revise the Terms of Service or Privacy Policy from time to time, on a prospective basis, and we will always post the most up-to-date version on our website. If we determine, in our sole discretion, that a modification to these Terms materially affects your rights, we will notify you (by, for example, sending a message to your account email). By using or continuing to use or access the Services after any revisions have come into effect, you agree to be bound by the revised Terms.

[Signature Page Follows]

In Witness Whereof, the parties have executed this Schola Premium Services Agreement as of the Premium Service Start Date set forth above by a duly authorized representative.

Bella Mente Montessori Academy

Schola, Inc.

A handwritten signature in black ink that reads "jaime martinez" in a cursive, lowercase script.

By: Erin Feely

By: Jaime Martinez

Title: Executive Director

Title: CEO

Date:

Date:

Exhibit A

ScholaRecruiter Pro

What's Included?

Have Your School Featured

As a featured school, you will be promoted to families searching for what your school offers.

Customizable Enrollment Application

Cut down on paper and streamline your enrollment process with a customizable online pre-enrollment or enrollment application.

Reach Out

Canvassing reimaged. As an upgraded school, you can connect directly with families looking for schools around you even before they are matched to your school.

Full Relationship Manager (CRM)

Our system is specially designed to help you source and manage prospective students from recruitment to enrollment with a nurturing follow-up process.

Tour Scheduler

Our tour scheduler automates how interested families request a tour, making scheduling one seamless and painless process for parents and schools.

Website Integration

Optimize your recruitment process by integrating your Customizable Enrollment Application and Tour Scheduler directly into your school's website, simplifying how parents enroll their students.

Online Enrollment

Allow families to easily complete the enrollment process online. With Schola, they can complete your application, sign electronically, and upload any required documents.

Schola Unleashed

Let the Schola platform work for you. Full platform access allows you to automate and streamline your recruitment and enrollment process.

Enrollment Advisor for Lead Nurturing

In addition to generating leads, the Schola enrollment team will follow up with your prospective families via email, text, and follow-up calls to move them through your entire pipeline from new lead to application submission.

Spanish-Speaking Parent Support

We'll follow up with all the Spanish-speaking connections your school receives.

2022-23 and 2023-24 Education Protection Account (EPA)

RESOLUTION OF THE GOVERNING BOARD OF

Bella Mente Montessori Academy

BACKGROUND:

The voter's approved Proposition 30, which established the Education Protection Account (EPA). All temporary tax revenues collected from Proposition 30 over the next seven years for income tax and four years for sales tax, will be collected into the Education Protection Account and distributed to K-12 and Higher Education. There are several requirements for spending determination, disclosing and reporting on the use of the EPA funds. The board of directors must determine the use of the EPA funds in an open session of a public meeting through the attached resolution.

The EPA funds must be accounted for separately and not used for administrative costs. Increased cash management planning and analysis should also be emphasized with the establishment of the EPA due to the timing of revenues received. Additionally, the charter is required to annually report on their website an accounting of the EPA funds received and how those funds were spent. The budget implication is additional revenue that cannot be spent on administrative expense.

ACTION:

BE IT RESOLVED that the Education Protection Account funds to be received by Bella Mente Montessori Academy FY 2023-24 in the amount of approximately \$77,220 will be used on Certificated Teacher Salaries, thus solely for instructional, non-administrative expenses.

PASSED AND ADOPTED at a meeting of the Board of Directors of Bella Mente Montessori Academy.

In 2022-23, the school received approximately \$68,760 in Education Protection Account (EPA) Funding. These funds were spent exclusively on certificated teacher salaries.

2023-2024						
Goal #1	Actions/ Services	Funding Source	Budgeted Expenditure			
			\$462,283.00			\$462,283
<i>Action 1</i>	1FTE Reading Specialist-Lisa (Title I)	Title I	\$103,772.00			
<i>Action 2</i>	NWEA MAPs	LCAP	\$10,000.00			\$452,283.00
<i>Action 3</i>	Math Reveal McGraw Hill- 7th and 8th grade	LCAP	\$9,000.00			\$443,283.00
<i>Action 4</i>	PE Teacher	LCAP	\$73,533.00			369,750.00
<i>Action 5</i>	Science 6th 7th 8th- TCI Science and Social Studies	LCAP	\$18,000.00			351,750.00
						351,750.00
						351,750.00
						351,750.00
Goal #2						351,750.00
<i>Action 1</i>	Leader in Me-Franklin Covey	LCAP	\$27,634.16			\$324,115.84
<i>Action 2</i>	1FTE Art Teacher	LCAP	\$85,020.00			\$239,095.84
<i>Action 3</i>	1FTE Garden and Nutrition Teacher	LCAP	\$77,136.00			\$161,959.84
						\$161,959.84
Goal #3						\$161,959.84
<i>Action 1</i>	1FTE Bilingual Community Liaison	LCAP	\$56,623.00			\$105,336.84
<i>Action 2</i>	1FTE Bilingual Social Worker	LCAP	\$73,534.00			\$31,802.84
<i>Action 3</i>	.5FTE Bilingual Attendance Clerk	LCAP	\$31,802.84			\$0.00
						\$0.00

LCAP GOALS

Goals and Actions	
Goal	
Goal #	Description
1	Bella Mente will offer a California standards based curriculum along with targeted interventions to support academic growth in ELA and Math for all students as measured by statewide assessments and internal assessments.
Goal #	Description
2	Bella Mente will provide a safe community for all scholars which promotes health and well-being, creativity, positive social and emotional development, strong staff/scholar relationships, and a sense of belonging as measured by staff/student/family surveys.
Goal #	Description
3	Bella Mente will increase parent involvement through collaboration and open communication and continue to build a collaborative culture which promotes creativity, responsibility, participation, and trust among all stakeholders where diversity and equity are valued.

BELLA MENTE MONTESSORY ACADEMY
BOARD OF DIRECTORS AGENDA ITEM
Action Item

RECOMMENDATION: Approve application for the 2023-24 Consolidated Application Funds listed below.

BACKGROUND INFORMATION:

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each local educational agency (LEA) submits Part I of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. Due to the current events caused by COVID-19, a 2021-22 ConApp is not yet available for completion. Therefore, the action on this document is being taken as a preemptive measure to apply for those funds.

Part II of the application is submitted in the fall of each year and contains the district entitlements for each funded program. Out of each state and federal program entitlement, districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

CURRENT INFORMATION:

Title I, Part A Basic Grant- ESSA

Funds are used to support effective, evidence-based educational strategies that close the achievement gap and enable the students to meet the state's challenging academic standards. Title I-funded schools are either Targeted Assistance Schools (TAS) or Schoolwide Program (SWP) schools

Title II, Part A, Teacher Quality

Funds are designated to ensure compliance with professional development activities and to support teachers meeting state and ESSA credentialing requirements.

Title III, Part A, Language Instruction for English Learner

Funds are designed to ensure that all English Learning students attain English proficiency, develop high levels of academic attainment in English, and meet the same challenging state academic standards as all other students.

Title III, Part A, Immigrant Students

Funds are designed to be specifically targeted to eligible immigrant students and their families through the provision of supplementary programs and services for the underlying purpose of assuring that these students meet the same challenging grade level and graduation standards as mainstream students.

Title IV, Part A, Student Support

This program provides funding to improve students' academic achievement by increasing school district capacity to:

1. Provide all students with access to a well-rounded education;
2. Improve school conditions for student learning; and
3. Improve the use of technology in order to improve the academic achievement and digital literacy of all students.



2023-2024 Membership Proposal

Prepared for:

Bella Mente Charter School

Coverage Effective:

July 01, 2023 at 12:01 AM - July 01, 2024 at 12:00 AM

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: 888.901.0004
www.chartersafe.org

Issued: May 23, 2023 at 3:52 pm

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Erin,

CharterSAFE is pleased to present your membership renewal for the 2023-2024 year. Your membership includes the following:



For a more detailed listing of our member services, please contact **Dan Berry** at dberry@chartersafe.org.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII (\$50M policyholder surplus minimum) or higher or are placed with a California joint powers authority in good standing.

REQUIRED SIGNATURES:

To bind coverage, you must login to the CharterSAFE web portal at www.chartersafe.org and complete and sign the following:

1. Member renewal acceptance

We look forward to working with you in the 2023-2024 year!

Thank you,

The CharterSAFE Team

MEMBER CONTRIBUTION SUMMARY

Bella Mente Charter School

Coverage Effective: July 01, 2023 at 12:01 AM - July 01, 2024 at 12:00 AM

Your CharterSAFE Insurance Program includes the following coverages:

Liability & Property Package Member Contribution

\$120,109.00

Core Liability Program

- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Childhood Sexual Assault Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

Crime

Property

Student & Volunteer Accident

Additional Program Coverages

- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability
- Deadly Weapons Protection

Workers' Compensation & Employer's Liability Member Contribution

\$34,609.00

Total Member Contribution

\$154,718.00

Member can choose one of two payment options when accepting the proposal online

Payment in Full - \$154,718.00 Installment Plan

- Deposit (25%) - Due Now - \$38,680.00
- 9 Monthly Installments - \$12,893.00

Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.

Proposal Acceptance: Go to www.chartersafe.org and sign on to complete the renewal acceptance.

By signing online, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

EXPOSURES & LOCATIONS

Mailing Address

1737 W. Vista Way
Vista, CA 92083

Member contributions are calculated based on the following exposures:

Students/Employees/Payroll

Location Address(es)	Students	Employees	Payroll
Bella Mente Charter School 1737 West Vista Way/155 and 221 North Em Vista, CA 92083	394	50	\$3,261,509.00
Bella Mente Holdings, LLC 1737 West Vista Way Vista, CA 92083	0	0	\$0.00
Total:	394	50	\$3,261,509.00

Vehicles

None scheduled.

Property Values

Location Address(es)	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
Bella Mente Charter School 1737 West Vista Way/155 and 221 North Em Vista, CA 92083	\$17,920,000.00	\$1,050,000.00	\$210,000.00	\$19,180,000.00
Bella Mente Holdings, LLC 1737 West Vista Way Vista, CA 92083	\$0.00	\$840,000.00	\$262,500.00	\$1,102,500.00
Total:	\$17,920,000.00	\$1,890,000.00	\$472,500.00	\$20,282,500.00

CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: **\$55,000,000** Per Member Aggregate

Directors & Officers, Employment Practices, and Fiduciary Liability

Directors & Officers Liability Retroactive Date: **03/12/2013**
Employment Practices Liability Retroactive Date: **03/12/2013**
Fiduciary Liability Retroactive Date: **03/12/2013**

Coverages	Limits	Deductibles
Directors & Officers and Company Liability	\$5,000,000 per claim and member aggregate	\$15,000.00 per claim
Employment Practices Liability	\$5,000,000 per claim and member aggregate	\$15,000.00 per claim
Fiduciary Liability	\$1,000,000 per claim and member aggregate	\$0

Reporting: Claims must be reported to CharterSAFE as soon as you are made aware of a claim and **not to exceed sixty (60) days after policy expiration**. Coverage is provided on a claims-made basis.

General Liability

Coverages	Limits	Deductibles
Bodily Injury and Property Damage	\$5,000,000 per occurrence and member aggregate	\$2,500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk Activity</i> *
Premises Medical Payment	\$10,000 per person \$50,000 per occurrence	\$0
Products and Completed Operations	\$5,000,000 per occurrence and member aggregate	\$0
Fire Legal/Damage to Premises Rented Sublimit	\$1,000,000 per occurrence	\$0
*A list of <i>High-Risk Activities</i> is available at www.chartersafe.org or you may contact Dan Berry at dberry@chartersafe.org / (916) 880-3469.		

Employee Benefits Liability

Coverages	Limits	Deductibles
Employee Benefits Liability	\$5,000,000 per occurrence and member aggregate	\$0

Educator's Legal Liability

Coverages	Limits	Deductibles
Educator's Legal Liability	\$5,000,000 per occurrence and member aggregate	\$2,500 per occurrence
Special Education Program Legal Expense Coverage - Reimbursement Sublimit	\$50,000 per occurrence/ aggregate reimbursement sublimit \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$7,500 per occurrence

Childhood Sexual Assault Liability

Childhood Sexual Assault Liability Retroactive Date:

07/01/2021

Coverages	Limits	Deductibles
Childhood Sexual Assault Liability	\$5,000,000 per claim and member aggregate	\$0 if school completes training mandate* \$100,000 if school does not complete training mandate*
Reporting:	Claims must be reported immediately to CharterSAFE and to not exceed sixty (60) days after policy expiration. Coverage is provided on a claims-made basis.	
*Training Mandate Childhood Sexual Assault Prevention Training by CharterSAFE is available under the CharterSAFE Learning Center and is REQUIRED to be completed by 90% or more of staff no later than September 30th . If coverage begins after July 1, the training must be completed no later than ninety (90) days from when coverage begins. New employees are required to complete the training within six (6) weeks of employment.		

Law Enforcement Activities Liability

Coverages	Limits	Deductibles
Law Enforcement Activities Liability	\$5,000,000 per occurrence and member aggregate	\$0

Automobile

Coverages	Limits	Deductibles
Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos	\$5,000,000 per occurrence and member aggregate	\$0
Auto Physical Damage*	\$2,000,000 per occurrence and member aggregate	\$500 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.		

Excess Liability - SELF

Coverage Provided by:	Schools Excess Liability Fund (SELF)
Coverage:	Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions.
Limits:	\$50,000,000 per occurrence/ claim and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the \$5M limits above to total a limit of \$55M.

CharterSAFE is a single member of SELF, a not-for-profit scholastic JPA in California, for excess liability coverage. Please note that SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with different terms, conditions, and exclusions. You can access SELF JPA's information at www.selfjpa.org.

Employment Practices Liability coverage within the SELF layer includes ONLY these three types: wrongful termination, discrimination, and/or sexual harassment.

CRIME

Coverages	Limits	Deductibles
Money and Securities Forgery or Alteration Employee Dishonesty Computer and Funds Transfer Fraud	\$1,000,000 per occurrence and member aggregate	\$2,500 per occurrence

PROPERTY

Perils Include:

Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

Valuation:

Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section

Coverages	Limits	Deductibles
Property	As scheduled with CharterSAFE subject to the maximum limit of \$75,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence for all other covered perils Causes of Loss: 1. Water Damage: \$2,500 per occurrence 2. Wildfire: \$10,000 per occurrence
Boiler & Machinery / Equipment Breakdown	As scheduled with CharterSAFE subject to the maximum limit of \$75,000,000 per occurrence. See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
Business Interruption	\$10,000,000 per occurrence	\$1,000 per occurrence
Extra Expense	\$10,000,000 per occurrence	\$1,000 per occurrence

PLEASE NOTE:

Renovation and construction projects valued over \$200,000 in hard and soft costs are not covered unless specifically endorsed onto the policy. If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact your CharterSAFE Representative: **Dan Berry** at dberry@chartersafe.org. CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional member contribution would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact **Kiki Goldsmith** (kiki_goldsmith@ajg.com/ 949-349-9842).

STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
Student Accident	\$50,000 per injury/accident 104 Week benefit period	\$2,500 per injury/accident for <i>High-Risk Activities</i> *
Volunteer Accident	\$25,000 per injury/accident 104 Week benefit period	\$2,500 per injury/accident for <i>High-Risk Activities</i> *

*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact **Dan Berry** at dberry@chartersafe.org / (916) 880-3469.

Terms & Conditions:

- Coverage is provided on an excess basis but would become primary should the student or volunteer not have health insurance.
- Claim submission deadline: Ninety (90) days after the date of incident.

Optional Catastrophic Student Accident Coverage:

If interested in obtaining higher limits with or without sports included, please contact:

Gallagher
18201 Von Karman Avenue, Suite #200
Irvine, CA 92612

Kiki Goldsmith
Client Service Executive
kiki_goldsmith@ajg.com
949-349-9842

ADDITIONAL PROGRAM COVERAGES

Pollution Liability and First Party Remediation

Coverages	Limits	Deductibles
Pollution Liability and First Party Remediation	\$1,000,000 per pollution condition or indoor environmental condition and aggregate \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per pollution condition

Reporting:

Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.

Coverage is provided on a claims-made basis.

Terrorism Liability

Coverages	Limits	Deductibles
Terrorism Liability	\$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	\$0

Reporting:

Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.

Coverage is provided on a claims-made basis.

Terrorism Property

Coverages	Limits	Deductibles
Terrorism Property	As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence See "Exposures & Locations" section for schedule limits	\$1,000 per occurrence

Cyber Liability

Coverages	Limits	Deductibles
Cyber Liability	\$1,000,000 per claim \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per claim
Ransomware Sublimits (inclusive with Cyber Liability Coverages)	Qualification Level 1 \$1,000,000 ransom payment sublimit* \$1,000,000 ransomware limit Qualification Level 2 \$250,000 ransom payment sublimit* \$1,000,000 ransomware limit Qualification Level 3 \$50,000 ransom payment sublimit* \$250,000 ransomware limit	

Reporting:

Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.

Coverage is provided on a claims-made basis.

***Requirement for Coverage to be in effect:**

Qualification Level 1 - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud or offline using separate credentials; (3) implemented an EDR tool or MDR service.

Qualification Level 2 - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud or offline using separate credentials.

Qualification Level 3 - Members who did not submit a cyber application and/or do not meet the security requirements.

Deadly Weapons Protection

Coverages	Limits	Deductibles
Deadly Weapons Protection	\$500,000 per occurrence of a Deadly Weapon Event \$2,500,000 CharterSAFE Members' Combined Annual Aggregate	\$0

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	\$0
Employer's Liability	\$5,000,000 per Accident \$5,000,000 by Disease per Employee \$5,000,000 by Disease Policy Limit	\$0

Auditable:

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

CharterSAFE

BE SAFE • FEEL SAFE

INVOICE

Invoice Date: May 23, 2023

Account Number: 7932

INSURED: **Bella Mente Charter School**

CONTACT: Erin Feeley

ADDRESS: 1737 W. Vista Way
Vista, CA 92083

Member Contribution for Policy Year 2023-2024

(Choose one option)

Amount

Use ACH

Due Date



Payment in Full

\$154,718.00



Due Now



Installment Plan:

Deposit (25%)

\$38,680.00



Due Now

Monthly Installment

\$12,893.00



August 01, 2023

9 installments due the 1st of every month

ACH PAYMENT OPTION!

See attached ACH form if you wish to take advantage of this payment option for Payment in Full, 25% Deposit, Monthly Installment or both 25% Deposit and Monthly Installment payments.

Please Remit All Payments To:

CharterSAFE
P.O. Box 969
Weimar, CA 95736

Questions/Comments:

Whitney Delano
Director of Operations and
Communications
Email: wdelano@chartersafe.org

Payment in Full or 25% Deposit are due at the time the proposal is accepted by signing and submitting Member Contribution Summary page of this proposal. CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.

May 22, 2023

Dear CharterSAFE member,

It is our pleasure to present your membership proposal for the 2023-2024 policy year. CharterSAFE has served our members for over 19 years, providing charter schools with high-quality insurance and risk management services. We are a nonprofit organization with over 279 member-owners representing over 800 locations, over \$1 billion in payroll, \$1.3 billion in property, and 180,000 students. Our goal is to partner with our members to ensure your school is safe and sustainable.

CharterSAFE's team diligently evaluates all coverage programs each year, so you are protected when bad things happen. We negotiate with our insurance carrier partners to provide members with the best possible pricing and coverage terms. Joint Power Authorities (JPAs) like CharterSAFE harness group purchasing power to obtain competitive pricing for quality coverage. We negotiate with several leading domestic and international insurance and reinsurance companies by leveraging our size. This ongoing due diligence on member schools' behalf is a valuable benefit of your ownership.

California continues to experience a difficult insurance market as costs increase and the ability to find coverage decreases. Specifically, the property market and childhood sexual assault coverages are experiencing increased costs, limited, and declining limits. As a JPA with collective bargaining power, CharterSAFE can shelter our members from the increases seen in the open market. In addition, through CharterSAFE's insurance captive, we have restructured employment practices liability coverage (EPLI) to be more flexible and allow CharterSAFE and our member's more control of claims. We are very pleased to present that we have been successful in obtaining a reduction in many of our rates; while property is still challenging, our weighted average is still a 5% decrease. The average change in rates for the 2023-2024 policy year programs are as follows:

- Workers' Compensation -6%
 - Liability Package -7%
 - Property 20%
 - **All Programs Combined** **-5%**
- (Percentages are combined weighted averages)*

The above rates are an average for the entire JPA; each member is rated individually.

Thank you for your continued membership in the CharterSAFE insurance and risk management program, and we look forward to serving you for the 2023 – 2024 policy term.

What YOU need to do

1. Please review the attached **Executive Report** and learn more about CharterSAFE, our financial stability, the current insurance market, loss and safety trends for charter schools, and our services.
2. Review your **Member Contribution Proposal** (attached) for accuracy. Double-check the number of employees, vehicle schedule, property schedule, and other data. Make changes by emailing or calling your servicer, and they can assist you with updating your charter school's exposures to get a revised proposal. You have until **June 15, 2023**, to make changes.
3. If you provided provisional withdrawal, your decision is due to CharterSAFE by **June 15, 2023**.
4. **Login to the CharterSAFE** member [portal](#) and complete the following:
 - a. **Proposal Acceptance** - sign the member contribution acknowledgment – this secures your acceptance of the proposal and continuing membership and insurance coverages with CharterSAFE.
5. Please refer to the enclosed **Changes to the 2023-2024 Memorandum of Coverage** (MOC) for a high-level summary of coverage changes.

As a member of CharterSAFE, you have access to no-cost resources to help mitigate your school's risk, including expert human resources consulting, claim support, and risk management support, contract review, site inspections, robust online training, and a dedicated service team. Please continue to take advantage of these resources; **the safer our schools are, the lower the claims and insurance costs**. We are here to answer any questions you may have regarding your renewal. Thank you for your membership and continued partnership.

We look forward to serving you in the 2023-2024 year.
The CharterSAFE Team

EXECUTIVE REPORT

May 2023



Protecting Schools. Promoting Safety. Customizing Insurance.

California Charter Schools Joint Powers Authority • A Nonprofit

ABOUT CHARTERSAFE.

CharterSAFE's mission is to serve as a steward-guardian of school safety by providing comprehensive insurance programs, proactive hands-on risk and claims management services, training resources, expertise and knowledge in insurance, and human resources consulting to our charter school members to keep their schools safe and secure, and protect their assets so they can focus on school business.

Owned by our members, CharterSAFE is led by an experienced staff and overseen by a board of directors made up of school leaders.

Board of Directors

Yvette King-Berg, *Executive Director*, Youth Policy Institutes
Charter Schools—*Chairwoman*

Walter Wallace, *Wallace Consulting and CBO Emeritus*,
Granada Hills Charter High School—*Vice-Chair*

Kristin Dietz, *Senior Vice President*, EdTec—*Secretary*

Spencer Styles, *President & CEO*, Charter Impact

Parker Hudnut, *CEO*, Inner City Education Foundation (ICEF)

Ted Morris, *Executive Director*, Collegiate Charter High School

David Riddick, *CEO*, Fenton Public Schools

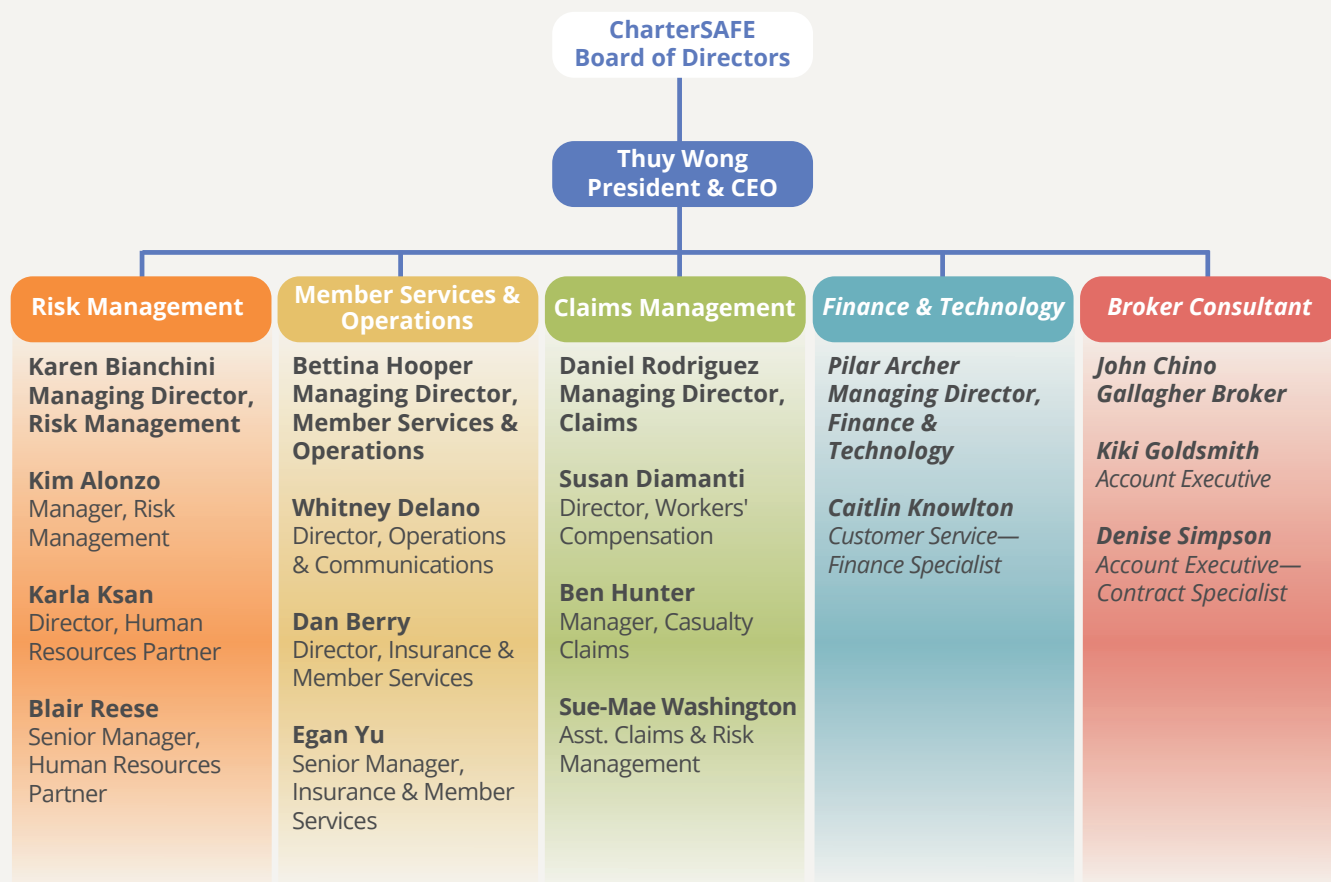
Dr. Karla Rhay, *The Karla Rhay Group and CEO Emeritus*,
California Schools JPA



CharterSAFE Team

As a member, you are joined with over 279 other members spanning over eight hundred school sites in efforts to foster a safe learning environment. Under the leadership of Thuy Wong, our CEO, the CharterSAFE team brings decades of expertise in charter school specific risk management, claims management, and insurance.

CharterSAFE has strategically enhanced its team with industry experts to better serve its members. We are excited to announce Daniel Rodriguez has joined our team in his capacity as Managing Director, Claims. He joins our well-established executive team to include Bettina Hooper, Managing Director, Member Services & Operations; Karen Bianchini, Managing Director, Risk Management; and Pilar Archer, Managing Director, Finance & Technology.



**Italicized functions are outsourced to vendor partners.*

OUR MEMBERSHIP.

CharterSAFE remains the leader in serving California charter schools in their insurance and risk management needs. California became the second state in the nation to adopt public charter school legislation. As of the beginning of the 2022–2023 school year, CharterSAFE members represent 37% of the 996 independent charter schools that are operating in California. Charter schools are classroom-based, non-classroom-based, or a combination of both. Members also range from developing schools to conversion schools to larger charter management organizations. By their very nature, charter schools are innovative and offer various programs that provide everything from an emphasis on foreign languages, performing arts, military, and more. CharterSAFE embraces the entrepreneurial spirit of its members and remains nimble in designing risk management practices to support them in their endeavors.

Policy Holders 279	Insured Schools 372	Insured Locations 812	Total Member Contribution \$43,600,784
Total Number of Students 180,092	Total Annual Payroll \$1,116,161,329	Total Property Scheduled \$1,506,272,271	Total Number of Employees 19,128



CharterSAFE membership expands throughout the state of California serving members from rural to urban. This geographic disbursement helps our members spread the property risk and secure better coverage and rates.

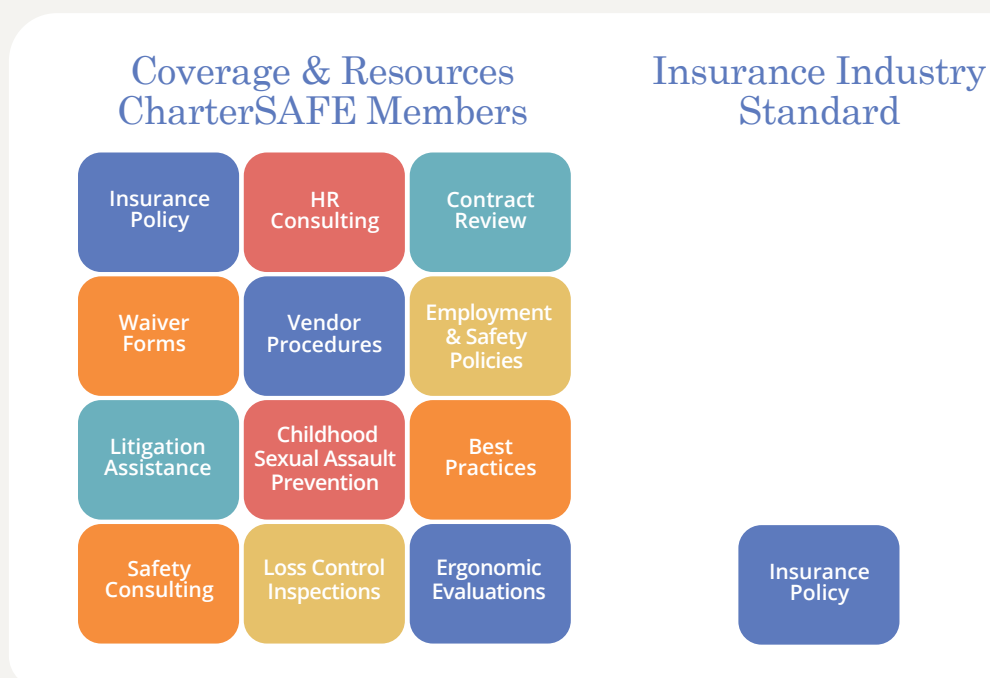


INSURANCE.

Insurance is a tool to protect us when bad things happen. At CharterSAFE, we pride ourselves on our use of self-insurance, commercial insurance, and reinsurance to provide our members with the coverages and limits they need to cover losses so they can remain financially stable. That means less exclusions that could surprise you during a bad time, and less money out of your pockets in totality.

CharterSAFE is a Joint Power Authority (JPA) that brings together charter schools to pool their similar risks and exposures to self-insure as a group. We are financial stewards of the JPA's joint funds used to pay for lower-cost claims. We leverage our expertise in insurance to procure excess and reinsurance to assure coverage in the event of high-exposure claims. JPAs are public entities and are not insurance companies. JPAs have been and continue to be the most effective method of obtaining insurance for schools. As a comparison, 99% of school districts pool within a JPA for the same purpose.

For comparison to traditional insurance, customers pay a premium to an insurance company, from which the insurance company takes a profit and uses the rest to pay for the claims of their customers. An insurance company will have many different types of customers, some much riskier than others. *That means that in traditional insurance, despite the façade of a separate standalone policy, all customers share in the risk of one another in addition to paying for the insurance company's profits. Conversely, a JPA only allows membership for similar risks (e.g., a JPA for charter schools only).*



In a JPA, members are protected by limiting the risk to similarly operated entities because losses are more predictable, and the collective membership can see trends and identify to prevent losses. CharterSAFE helps our members focus on effective and feasible risk management and safety techniques specific to charter schools to reduce the chance and

cost of loss. Additionally, in the event you have a loss, traditional insurance companies will focus on their profitability with their interests as a priority. Insurance companies and their adjusters will not have any relationship with your school; at CharterSAFE, you have the same claims personnel working on all claims. That means we know our members and follow CharterSAFE's values in protecting the membership through the life of a claim. As a member of CharterSAFE, the JPA's members are the number one priority; we focus on what is best for the membership.

Today's Insurance Market

We continue to see the insurance market harden; that means carriers are writing less at higher premiums and scrutinizing more carefully as to who they insure. The impact on CharterSAFE and its members is that there are fewer carriers, driving costs up and making less coverage available.

There is some good news. Workers' Compensation continues to remain stable. Our proactive efforts in training on childhood sexual assault prevention and human resources best practices are paying off as we are able to negotiate much more stable rates when the market is still volatile. We are also expecting the cyber liability market to begin stabilizing for those with strong data protection measures enacted. To obtain the highest levels of insurance protection, carriers demand that at least four areas of protection be in place.

1. Multi-factor authentication
2. Duplication of data stored in different servers and locations
3. Endpoint-to-endpoint encryption
4. Staff training (e.g., phishing campaigns)

AJPA offers buying power through a scale that would not be feasible obtaining insurance independently. CharterSAFE procures the limits necessary to protect against the most expensive claims. Your school is well protected with liability limits of \$55M and property coverage at replacement cost. Our coverage meets the most stringent authorizer insurance requirements.

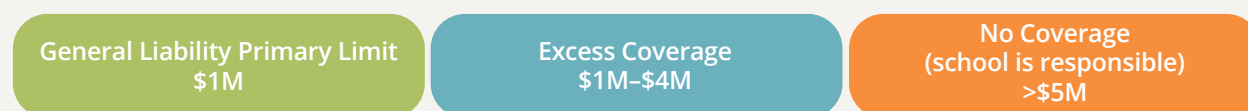
Gaps in insurance coverage occur when you have a primary limit in coverage, then an uncovered layer before any excess insurance kicks in. These gaps can reach millions of dollars of exposure and put a school at risk. A gap in coverage or too low a limit may expose a school to financial instability at best, or worst—closure. Other gaps may occur in a policy with “exclusions” limiting coverage. We have seen many insurance quotes and policies with both types of coverage gaps.

Gap example:



Another risk is having too low of limits to protect in the event of a high exposure loss.

Low limit example:



At CharterSAFE, we ensure that you do not have gaps in coverage.

Below is a chart of coverages that CharterSAFE provides that are often excluded or not covered through traditional insurance.

Coverage	
Sexual Assault • Directors' and Officers • Employee Dishonesty • IEP • Student Accident • Deadly Weapons	
CharterSAFE <ul style="list-style-type: none"> • Does not exclude prior knowledge • Provides defense for Board members that are named individually in a lawsuit • Provides coverage for embezzlement • Provides IEP defense coverage • Does not exclude contact sports • Provides COVID-19 defense coverage up to \$100,000 	The Competition <ul style="list-style-type: none"> • Does not cover authorizers as additional insureds as required by authorizing MOU • Limit Coverage by "prior knowledge" endorsement • No coverage for individual Board members if separately named in a lawsuit • Theft only—no embezzlement • No coverage for IEP • Excludes contact sports • No coverage for COVID-19 related lawsuits

Coverages

CharterSAFE offers the following coverages to its members:

- | | | |
|--|------------------------------------|---|
| • Workers' Compensation and Employer's Liability | • Terrorism Liability and Property | • Educator's Legal Liability |
| • Childhood Sexual Assault Liability | • Crime | • Employee Benefits Liability |
| • Auto and General Liability | • Pollution/Environmental | • Law Enforcement Liability |
| • Directors and Officers Liability | • Cyber Liability | • Deadly Weapons Protection |
| • Employment Practices Liability | • Student Accident | • IEP Defense |
| • Property | • Covid-19 Defense Sublimit | • Fiduciary Liability, Coverages and Limits |

CharterSAFE's insurance structure includes a retention layer of self-insurance; this means the JPA pays for smaller cost claims within this first layer of coverage. This allows the JPA to advocate for its members and resolve claims faster and more cost-effectively. Our claims team has a strong influence over most claims that fall within this layer of coverage. Should claims cost go higher than this first layer of self-insurance, excess and reinsurance are triggered. CharterSAFE works diligently to negotiate the best rates and coverage terms possible for all members with various excess carriers and reinsurance carriers.

In today's litigious environment with jury verdicts and settlements at all-time highs and the risk of property losses such as we experienced with the California wildfires, having insurance limits and proper coverage for these exposures is critical.

CharterSAFE National

As the California insurance market becomes more challenging to obtain effective coverage with appropriate limits, CharterSAFE explored options to sustain its offerings at an affordable price. Specifically, it is becoming increasingly difficult to find carriers to provide adequate coverage and limits for Childhood Sexual Assault (CSA). Thus, in June of 2022, CharterSAFE created CharterSAFE National, a nonprofit insurance captive exclusively serving CharterSAFE and our members.

An insurance captive is an insurance company wholly owned and controlled by its insureds (CharterSAFE membership) to provide insurance coverage not generally available in the traditional market at reasonable cost. CharterSAFE put this option to good use to provide coverage for an otherwise gap in coverage for CSA. CharterSAFE National is now available as an option to other coverages that become unreachable and/or wherein we may want more claims control.

A few advantages of creating our captive include:

- Stability in pricing and availability
- Options to work outside the commercial marketplace
- Achieve risk financing objectives
- Increase control over the program and claims
- Potential broader coverage
- Improved cash flow

Competition

We heard a lot this year from various competitors; many speaking against the benefits of a JPA. As we look at the competitive landscape in the hard insurance market, membership in a JPA is more secure than ever. JPAs bring buying power through scale with excess and reinsurance carriers. Individual insurers do not have the capacity to offer the variety of coverages necessary to appropriately protect your school's assets, leaving you with the burden of shopping for multiple products. At CharterSAFE, we provide a complete package of insurance coverage. Also, the limits and broad coverage provided are critical to protecting your school assets in the event of a severe claim.

CharterSAFE believes our members deserve to make quality, informed decisions on their insurance and risk management services. Here are some crucial questions to ask to guide our members through this hard market:

- 1. Read the Fine Print:** Not all coverage is created equal. Exclusions may apply to additional insured that violate authorizer requirements.
- 2. Type of Coverage:** What coverage exists for my board of directors, staff, students, and financial assets? Some policies only cover the board; board members can be brought into suits as individuals, and coverage should be extended to them.
- 3. Coverage Limits and Deductibles:** Are the limits authorizer compliant? Are they enough to cover common types of claims for schools? Each authorizer will have required minimum limits; many insurance companies may not meet these minimum requirements. The size of the school should not determine the size of your limit. A small school can be found liable for nuclear verdicts too.



4. **Terms, Conditions, and Exclusions:** What isn't included, and how does that impact how your school is protected? This helps identify gaps in coverage that might be unexpected and costly if a loss were to occur.
5. **Stability and Track Record of Insurer:** How long has the insurer written charter school-specific insurance? Do they insure other charter schools?
6. **Included Services:** What are the risk management, human resources, claim advocacy or claims management, and loss control services offered? What are the cost implications of any additional services offered?

More than just insurance

CharterSAFE is uniquely positioned as the only JPA dedicated exclusively to California charter schools. Your membership means access to an insurance and risk management program customized specifically to meet California charter schools' ever-changing needs; it is not just insurance. Our team specializes in proactively identifying charter school trends—developing, communicating, and supporting members in establishing and implementing safety precautions.

Our members enjoy the accessibility to a team that are knowledgeable in human resources, risk management, claims management, loss control, and more.

CharterSAFE members accessed 23 webinars, 2056 trainings, over 592 hours of personalized HR consulting and 267 hours of

risk management over the past year. This is on top of countless emails and calls tackling individual school needs. The CharterSAFE team develops personal relationships with members and works in partnership to address member challenges. These resources go far beyond traditional insurance support that simply offers a hotline with an impersonal representative who knows nothing about your school or charter schools in general.



This is a sampling of the support services CharterSAFE members enjoy.



Human Resources Certification

CharterSAFE's most utilized service is our human resource consulting. We have two human resource consultants on staff with extensive California experience that guide our members through their employee related matters. They are there to help guide and educate until such time an employment attorney may be recommended. They also offer an abundance of training throughout the year.

Completed in 2023, CharterSAFE now offers your staff free professional development by allowing them to earn our Human Resources Certification. Your staff will learn about California charter-specific HR best practices and can earn their CharterSAFE Human Resources Certification in less than one year through 10 mandatory courses and two elective courses. These courses are offered online, on-demand, and are self-paced. [Click here](#) to see a list of all our courses.

Claims Advocacy

CharterSAFE supports its member before, during, and after bad things happen. When bad things do happen, we have a team of claim specialists that act as our members' advocates. Our team works diligently with members, third-party claims administrators, and insurers to cultivate a proactive and collaborative claims-handling culture.

“

The Lewis Center for Educational Research couldn't ask for a better insurance and risk management partner than CharterSAFE. The CharterSAFE staff is very responsive whenever we have questions and no question is ever too big or too small. We feel so much more comfortable knowing that CharterSAFE is with us through every step of any claim.

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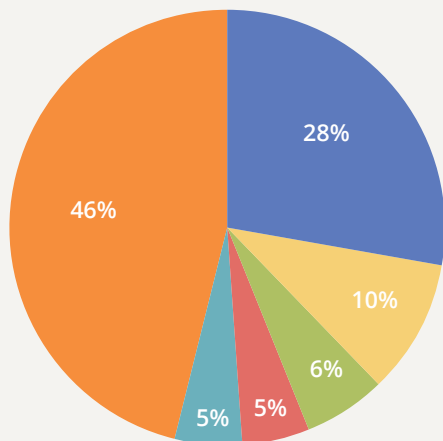


CHARTER SCHOOL RISK TRENDS AND MITIGATION.

CharterSAFE's deep understanding of the risk trends for charter schools is unsurpassed. In analyzing trends, we look at both frequency and severity.

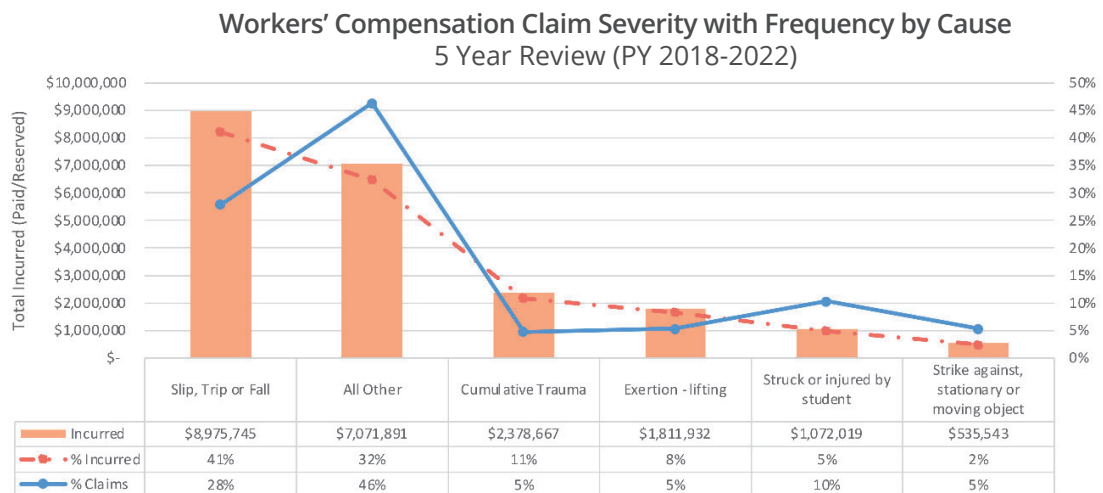
Claim frequency and severity are two important concepts in the insurance industry. They are used to measure and predict the amount of risk associated with insuring certain types of events or property.

- **Frequency.** Claims of frequency are claims that occur often and are common. They are generally less in value and resolve more quickly. By identifying these claim trends, CharterSAFE can recommend proactive and realistic strategies to reduce the number of claims at your school.
- **Severity.** Severity are those claims that happen less frequently but are very costly. Generally speaking, <20% of claims will cost >80% of your dollars. For these claims, CharterSAFE develops mitigation techniques for schools to reduce the chance of these claims occurring as well as mitigation techniques that will help reduce the cost of these claims.

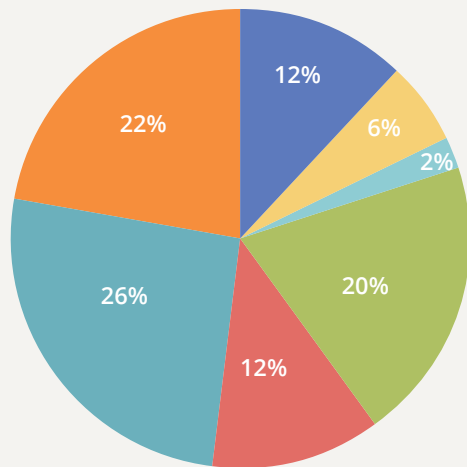


Workers' Compensation Frequency by Cause
5 Year Review (PY 2018-2022)

- Slip, Trip or Fall
- Struck or injured by student
- Exertion-Lifting
- Strike against, stationary or moving object
- Cumulative Trauma
- Other



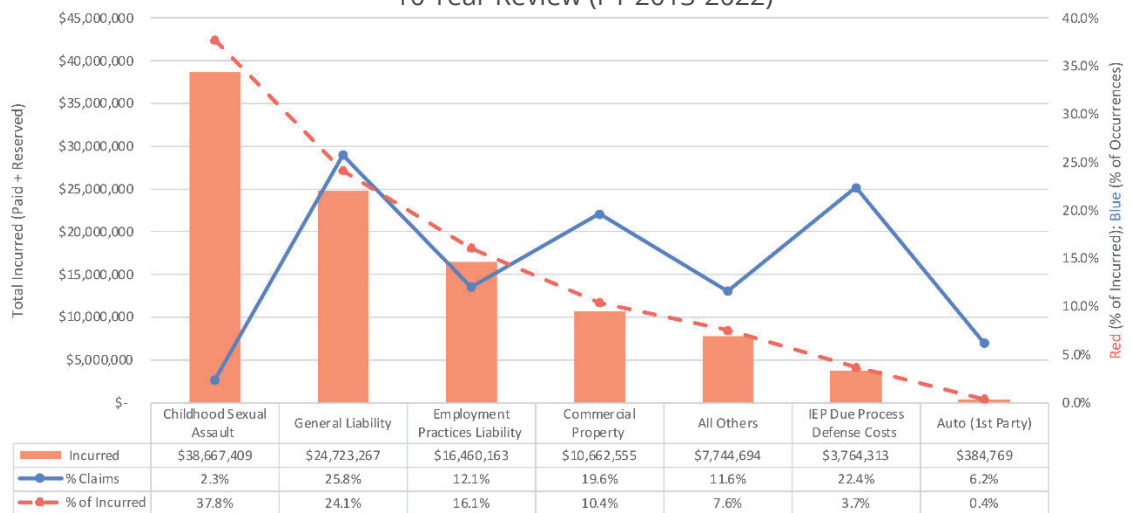
As shown in the graph above, we see that the frequency and severity for workers' compensation is closely aligned. Slip, trip and falls are the second leading cause of injury and are the leader in severity.



Claim Frequency Property and Liability 10 Year Review (PY 2013-2022)

- All Others
- Auto (1st Party)
- Childhood Sexual Assault
- Commercial Property
- Employment Practices Liability
- General Liability
- IEP Due Process Defense Costs

Liability and Property Claim Severity with Frequency by Cause 10 Year Review (PY 2013-2022)



The above graph illustrates the disparity between the percentage of claims reported and the total incurred (paid + reserved) on high severity claims such as childhood sexual assault, which account for 2.3% of *occurrences and nearly 40% of the total incurred.

* An occurrence may have multiple claimants. For example, an auto accident with four passengers is one occurrence with five claims (one auto physical and four bodily injuries).

RISK TRENDS.

Childhood Sexual Assault

CharterSAFE has reported childhood sexual assault (CSA) as a risk trend in the last two years. Rightly so! Reporting of these claims is on the rise, accounting for 41% of our loss dollars. It is a fact that sexual assault is an epidemic deserving our full attention. Since 2010, CharterSAFE and its reinsurers have paid or reserved over \$26,000,000 for CSA claims. Not only are the cost of these claims skyrocketing, but so is the exposure. On January 1, 2020, AB 218 went into effect, extending the statute of limitations to bring forth a civil claim for CSA from the age of 26 to 40. As a result, we have seen an onslaught of reported claims that allegedly occurred several years back. As you can imagine, these claims become very difficult to investigate. Moreso, the legislature has introduced Assembly Bill 452, which would lift all statutes of limitations for all childhood sexual assault claims. For CharterSAFE members who have had coverage prior to CharterSAFE's inception in 2004 or coverage prior to joining CharterSAFE, we highly encourage you to find coverage records in any gap of time so you are prepared if a loss were to occur.

We continue to see large verdicts for these claims impacting K-12 schools, including precedent with verdicts over \$100M and verdicts that deem the school 100% liable while the molester was considered 0% liable. If any negligence is found, the school is likely to bear the entire cost. Unlike school districts that can go into receivership, charter schools are especially vulnerable to closures in these situations as they do not have protections when verdicts exceed their insurance limits. It is more critical than ever that our members take every precaution possible to prevent childhood sexual assault; these actions also provide plausible defenses to allegations against a school and to negotiate more favorable insurance terms and costs.

CharterSAFE wants to protect the children and help you prevent childhood sexual assault from happening at your school. We provide a mandatory Childhood Sexual Assault Prevention Training program for our members' staff. This initiative-taking risk management technique encourages a zero-tolerance culture within our schools and gives language, awareness, and confidence to speak up in suspicious situations. CharterSAFE is committed to assisting our members in mitigating this exposure and recommends the following actions:

- If you have not already done so, adopt a robust Staff/Student Interaction Policy (we have a template available), train your staff, and vigorously enforce it.
- Comply with Ed Code 44050, which requires schools to provide parents with a copy of the staff/student interaction policy (it can be included in the parent handbook) and on your website if you have one. Parents are often the first line of defense, especially when they check their child's social media or phone activity. The staff/student interaction policy offers them tools to identify grooming behaviors and other "red flag" indicators.
- Add the mandatory "CharterSAFE: Childhood Sexual Assault prevention training" module to your annual staff training. This no-cost training can be accessed through Vector Solutions or the CharterSAFE Learning Center. When 90% or more of a member's staff completes the training, the **\$100,000 deductible is waived**.

- Access the voluntary “Boundaries —Sexual Abuse Prevention” training for parents and guardians. Reach out to CharterSAFE for your specific URL and password that your charter school can provide to parents and guardians.
- Take advantage of the STOPit Anonymous Reporting System (offered at reduced rate for CharterSAFE members).

Employment-Related Claims Including Wage & Hour Violations

Most liability for a school arises out of the mishandling of an employment-related situation. Qualified human resource expertise is an absolute necessity for guidance. CharterSAFE offers no-cost advisory services through our dedicated HR consulting team to help assist your organization with personnel management. Allegations of employment discrimination, wrongful termination, retaliation, and wage and hour violations continue to vex charter schools. As you can see from the charts above, claims arising from negligent employment practices account for over 11% of all payments that CharterSAFE made over the last 5 years, and the trend is rising.

Like several other lines of insurance, this is another area of coverage in which the insurance marketplace has dwindled and become more restrictive. These claims are exceptionally costly when they involve back wages, unpaid meal, and rest breaks, or payroll processing violations. While the coverage is designed to offer defense coverage, it does not pay for fines, penalties, and back wages. Employment practice violations that go undetected for an extended period can cost your school millions. The related fines, penalties, and back wages are uninsurable, while deductibles can be substantial, adversely affecting your budget.

Cyber

The key elements of cyber risk are breach to computer networks and the ramifications of unauthorized access to sensitive data. Ransomware is malicious software that invades a computer system then holds the data hostage until a considerable sum of money is paid; this is quite common for schools and many other sectors. Unfortunately, without proper protection, victims often have no choice but to pay the ransom and try to figure out what data has been compromised. This growing threat has caused insurance carriers to offer minimal to no coverage to those that do not have the required security in place. Underwriting scrutiny will continue and applications signed by your IT personnel affirming what data protection is in place will be required. To be considered for basic coverage which includes ransomware, the following must be implemented:

- Multi-factor Authentication
- Secure off-site backup of data
- Data Breach Recovery Plan
- Staff Training
- Phishing Campaigns



MEMBER SURVEY.

At CharterSAFE, we proactively work to better serve our membership by listening to our members so we can meet their needs. Two surveys are conducted each fiscal policy year. In the Fall, our survey focuses on our members' well-being and gauging the effectiveness of our support; the Spring survey is more comprehensive and includes feedback regarding members' understanding of risk management and school hazards. Below are the results of our 2023 Spring survey; we received responses from 15% of the membership. As you will notice, individuals continue to rate themselves as feeling better and we are receiving validation that our support is effective and meets members' needs.

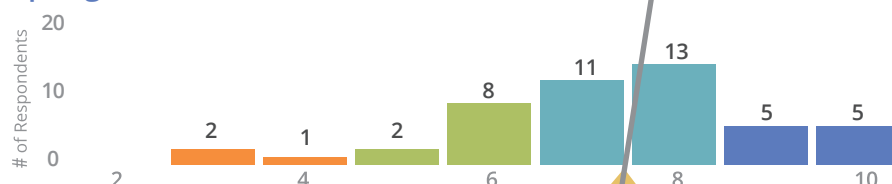
Four questions were asked to gauge our members wellness:

1. **How are you doing right now?** The chart below compares the current 2022-2023 policy year to the 2021-2022 policy year surveys. Overall, members are continuing to rate themselves as doing better with the average rating rising from 6.8 last Spring to 7.3 this Spring. As one member commented, the current post-pandemic environment feels like "the Phoenix rising out of the ashes..."

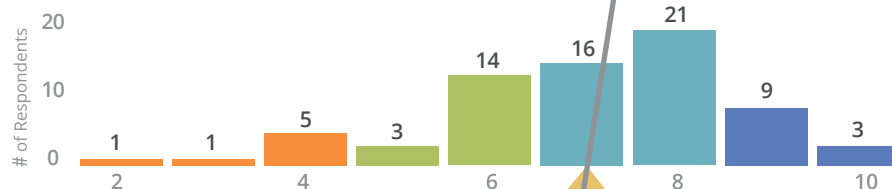
Key Finding

▲ The average rating is trending up with a 0.3% increase.

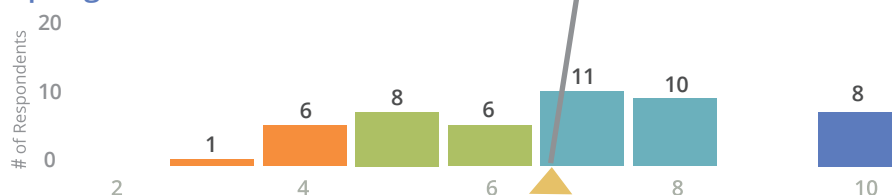
Spring 2023



Fall 2022



Spring 2022

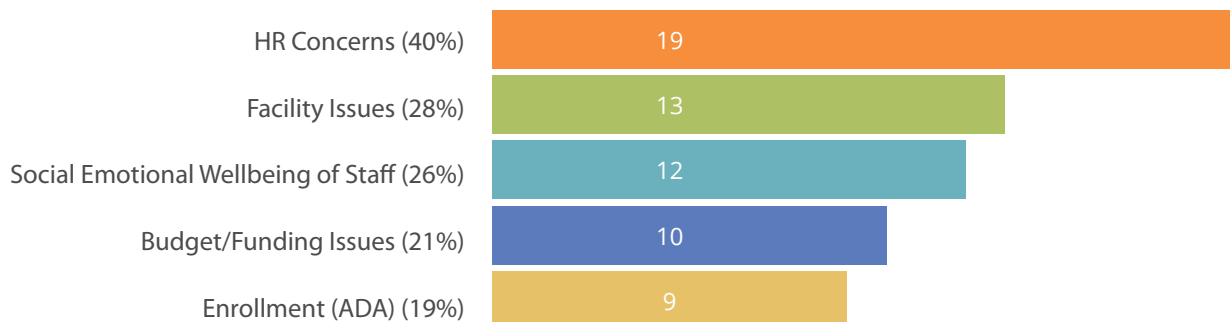


Rating Scale (1 being "extremely poorly" to 10 being "extremely well")

“
POST
PANDEMIC
I FEEL LIKE
THE PHOENIX
RISING
OUT OF
THE ASHES—
GAINING
EQUILIBRIUM.
FEELING
GOOD.”

2. **What are your most pressing non-academic concerns?** As we progress beyond the pandemic, we are seeing COVID-19 concerns drop off and new concerns emerge.

Top 5 non-academic concerns overall



3. **How are we at CharterSAFE doing right now to support you?** We are pleased to share that our members are feeling supported by the CharterSAFE team, with an average rating of 8.3, up from 8.0 last year. We note that the range of ratings expanded this year and are looking for ways to ensure we support all our members appropriately.

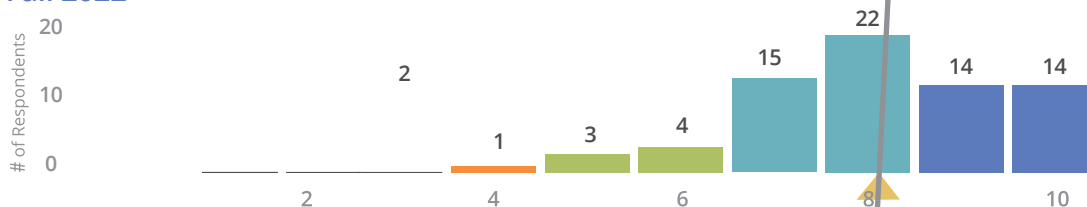
Key Finding

▲ The average rating is trending up with a 0.12% increase.

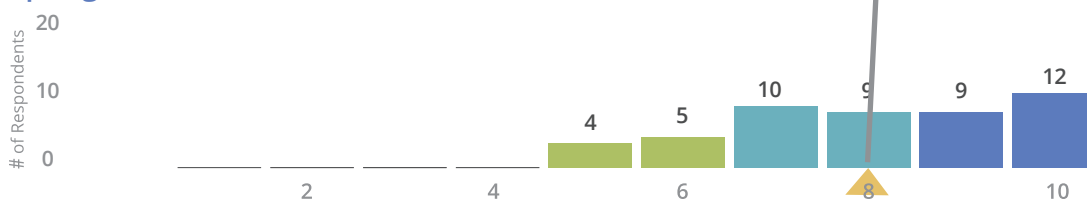
Spring 2023



Fall 2022



Spring 2022



Rating Scale (1 being “extremely poorly” to 10 being “extremely well”)

- 4. How can CharterSAFE better support you?** Most of the respondents shared their appreciation for the support they receive from the CharterSAFE team. Several respondents expressed a desire for continued learning opportunities such as training, webinars, sample policies, compliance, and templates. A couple of respondents asked us to keep pricing stable, which we keep in mind as we negotiate and balance quality coverage and cost in a hard market.

Membership's voice in shaping CharterSAFE's services and coverage offering is crucial in ensuring we meet your needs. CharterSAFE has been listening to your concerns and continues to do so. Last year, members expressed a need for support in socio-emotional wellbeing and staff hiring/retention. We provided webinars and training on topics such as HR Challenges, Projects, and Tasks for Spring Semester and Mental Health Awareness & The Post COVID-19 Workplace. We remain committed to providing resources and support that align with your evolving needs and look forward to continuing to work together to ensure the safety and success of our members.

“

We appreciate how many services you offer, way more than just insurance.

Your staff is always quick with resources and answers. Thank you!

”



FINANCIAL POSITION.

CharterSAFE continues to be in a strong financial position. Member contributions in the 2022-2023 fiscal year are on track to total \$43.6 million. We maintain financial transparency and operational effectiveness to our members so you can feel certain that your funds could be put to good use toward your school's mission of educating students. Our operating costs average 16%; this year, it is 14% of member contributions, and the cost of excess and reinsurance premium and paying for claims account for 84-88%. Below is a chart showing CharterSAFE's five-year financial summary.

Fiscal Year	18/19	19/20	20/21	21/22	22/23 Projected
Operating Revenues:					
Member contributions	\$ 26,492,301	\$ 26,840,795	\$ 35,419,395	\$ 40,540,627	\$ 43,600,000
Operating Expenses:					
Net claims expense	\$ 12,626,673	\$ 12,530,201	\$ 4,774,351	\$ 14,665,030	\$ 15,606,000
Excess & reinsurance insurance premium	\$ 9,807,496	\$ 11,249,144	\$ 14,311,043	\$ 16,356,660	\$ 21,200,000
General & administrative	\$ 2,020,015	\$ 2,000,313	\$ 2,285,459	\$ 2,642,846	\$ 2,800,000
Claims administration & risk management	\$ 2,254,058	\$ 2,252,418	\$ 2,269,518	\$ 2,806,712	\$ 3,136,000
Member dividend - COVID Rebate			\$ 482,080	\$ 1,715,002	
Total Operating Expenses:	\$ 26,708,242	\$ 28,032,076	\$ 24,122,451	\$ 38,186,250	\$ 42,742,000
Operating Income (Loss)	\$ (215,941)	\$ (1,191,281)	\$ 11,296,944	\$ 2,354,377	\$ 858,000
Non-Operating Revenues:					
Interest & miscellaneous income	\$ -	\$ -	\$ -	\$ 47,145	\$ -
Investment income	\$ 645,539	\$ 827,755	\$ 90,785	\$ (788,683)	\$ (50,000)
Total Non-Operating Income:	\$ 645,539	\$ 827,755	\$ 90,785	\$ (741,538)	\$ (50,000)
Increase (decrease) in net position	\$ 429,598	\$ (363,526)	\$ 11,387,729	\$ 1,612,839	\$ 808,000
Net position, beginning of year	\$ 7,109,833	\$ 7,539,431	\$ 7,175,905	\$ 18,563,634	\$ 20,176,473
Net position, end of year	\$ 7,539,431	\$ 7,175,905	\$ 18,563,634	\$ 20,176,473	\$ 20,984,473
Cash Balance	\$ 9,509,604	\$ 6,728,699	\$ 11,220,322	\$ 14,631,167	\$ 21,240,000
Investments	\$ 18,605,688	\$ 25,783,665	\$ 27,992,413	\$ 30,377,105	\$ 30,800,000
Total Liquid Assets	\$ 28,115,292	\$ 32,512,364	\$ 39,212,735	\$ 45,008,272	\$ 52,040,000
Actuarial Estimated Outstanding Losses— 90% Confidence Level	\$ 26,069,360	\$ 29,136,025	\$ 22,946,399	\$ 31,639,308	\$ 34,600,000
Surplus in Excess of 90% Confidence Level	\$ 7,245,498	\$ 5,562,245	\$ 18,581,388	\$ 20,074,323	\$ 18,540,000

Financially strong and stable despite nuclear verdicts and a hard insurance market, CharterSAFE is prepared to help its members with proactive risk management services to support them daily—and when a crisis occurs.

Member Contribution

Member contributions are determined by several factors, including but not limited to each member's size, property, owned autos, staff, exposures, loss history, and the members' ability to implement safety precautions. These factors are all considered in arriving at the members' contribution for the self-insured layer of coverage. CharterSAFE procures excess insurance coverage that provides its members with appropriate limits for charter school risks. Thuy Wong, President and CEO, and John Chino, our insurance broker at Gallagher, negotiate for the best possible rates while maintaining protective coverage.

In summary, member contributions are made up of the self-insured layer rate that is actuarially determined along with member-specific credits or surcharges based on specific losses and risk management considerations, the excess rates from insurance carriers negotiated for all members, and operating costs. There is no commission, consulting fees, or profit margin.

An assessment is a security measure triggered when a JPA or the mutual insurance company has insufficient reserves to pay for claims. In our 19-year history, CharterSAFE has never had an assessment! Even so, there are opportunistic insurance agents who try and use an assessment as an acceptable tactic when soliciting. Within our JPA structure, the possibility of an assessment impacting membership is extremely remote. To minimize any likelihood of an assessment, we proactively put two crucial protections in place:

1. Security for "severity" risk —CharterSAFE has a protected excess and reinsurance structure to hedge risk using multiple highly-rated insurers. This layer of coverage protects the JPA in the event of significant loss exposure.
2. Security for "frequency" risk —The JPA's funding strategy includes a well-funded loss reserve to absorb claims for each annual period, and on an aggregated basis over a period of years for open claims. This strategy is designed to protect in the event of a large number of small or medium-sized claims impacting the pooled retention.





Reserves

The recommended funding level for CharterSAFE's loss reserve is reliably calculated by AON Actuarial Services each year using CharterSAFE's comprehensive 19-year historical record. It is compiled and analyzed to ensure adequate funding for the loss experience predicted for the upcoming policy period. This is the same methodology used by insurance companies in the traditional marketplace without the addition of profit, commission, or broker fees.

Serving as a steadfast financial steward on our members' behalf, CharterSAFE uses the recommended actuarial rate at a 75% confidence level (i.e., actuary is 75% sure that rate will be able to fund all claims that year) for our pooled retention layer. This is known as funding for the present (short-term claims) and future (claims incurred but not yet reported). This stewardship of funds allows us to protect CharterSAFE members against the possibility of assessments.

Finally, we calculate losses for all years beginning with the first policy period of the JPA (2004-2005) through present day, funding for past liabilities that will come due. This provides a second look whereby the open claims are revalued by actuary to a 90% confidence factor.

Through our 19 years of operation, CharterSAFE has accrued \$20.1M in member equity after paying current claims and reserving for past and future claims at the 90% confidence factor funding requirement as of 6/30/2022.

WE ARE HERE TO HELP.

Your job is to focus on student learning—not to be an insurance and risk management specialist. That’s our job.

With 19 years of experience in pooled insurance and proactive risk management services tailored exclusively for California’s charter schools, CharterSAFE knows your unique needs. We’re your hands-on partner, providing movement-wide insurance and risk management expertise that schools often don’t have access to (or the in-house budget to obtain). It’s not just an insurance policy—it’s a membership with access to services that elevate your school. Contact our team today for one-to-one support as your school navigates its insurance coverage and risk management service needs for the upcoming academic year. You can find our contact information and more information about us at www.chartersafe.org. We are here to help you make an informed choice that best meets your organization’s needs.



888.901.0004

chartersafe.org

info@chartersafe.org

2023-2024 Material Changes to Memorandum of Coverage (MOC)

Please refer to the 2023-2024 Memorandum of Coverage for a complete description of all coverages.

General Definitions

Added Definition:

6. CHILDHOOD SEXUAL ASSAULT means any actual, attempted, or alleged act or threat, by one or more persons of wrongful conduct or wrongful act(s) involving sexual or obscene conduct against, to, or with a minor or with an actively enrolled student of a **NAMED MEMBER**. Wrongful conduct and acts, whether actual or simulated, include but are not limited to, sexual conduct or misconduct as defined in the California Code of Civil Procedure 340.1(d) or any amendments thereto, including any future amendments enforced retroactively.

Impact:

None. This was moved to General Definitions to accommodate for addition of a new coverage section.

Added Definitions:

16. EMPLOYMENT PRACTICES CLAIM MEANS:

- a. A written demand against a **COVERED PARTY** for **DAMAGES** or other relief;
- b. A civil, judicial, administrative, regulatory or arbitration proceeding or a formal governmental investigation against a **COVERED PARTY** seeking **DAMAGES** or other relief, commenced by the service of a complaint or similar pleading, including any appeal therefrom;
- c. A civil proceeding against a **COVERED PARTY** before the Equal Employment Opportunity Commission or any similar federal, state, or local governmental body, commenced by the filing of a notice of charges, investigative order, or similar document; or
- d. A criminal proceeding brought for an **EMPLOYMENT PRACTICES WRONGFUL ACT** in a court within the **TERRITORY** against a **COVERED PARTY**, commenced by a return of an indictment or similar document, or receipt or filing of a notice of charges.

17. EMPLOYMENT PRACTICES WRONGFUL ACT means any actual or alleged

- a. Violation of any common or statutory federal, state, or local law prohibiting any kind of employment-related discrimination;
- b. Harassment, including any type of sexual or gender harassment as well as racial, religious, sexual orientation, pregnancy, disability, age, or national origin-based harassment, or unlawful workplace harassment, including workplace harassment by any non-employee;
- c. Abusive or hostile work environment;
- d. Wrongful discharge or termination of employment, whether actual or constructive;
- e. Breach of an actual or implied employment contract;
- f. Wrongful deprivation of a career opportunity, wrongful failure, or refusal to employ or promote, or wrongful demotion;
- g. Employment-related defamation, libel, slander, disparagement, false imprisonment, misrepresentation, malicious prosecution, or invasion of privacy;
- h. Wrongful failure or refusal to adopt or enforce workplace or employment practices, policies, or procedures, solely as respects employment-related discrimination or harassment;
- i. Wrongful discipline;

- j. Employment-related wrongful infliction of emotional distress, mental anguish, or humiliation;
- k. **RETALIATION**;
- l. Negligent evaluation; or
- m. Negligent hiring or negligent supervision of others in connection with a. through l. above, but only if employment-related and claimed by or on behalf of any **EMPLOYEE** and only if committed or allegedly committed by a **COVERED PARTY** in their capacity as such.

35. RETALIATION means any actual or alleged response of any **COVERED PARTY** to:

- a. The disclosure or threat of disclosure by an **EMPLOYEE** to a superior or to any governmental agency of any act by any **COVERED PARTY** where such act is alleged to be a violation of any federal, state, or local law, whether common or statutory, or any rule or regulation promulgated thereunder;
- b. The actual or attempted exercise by an **EMPLOYEE** of any right that such **EMPLOYEE** has under law, including rights under any worker's compensation law, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights;
- c. The filing of any **CLAIM** under the Federal False Claims Act or any similar federal, state, or local "whistleblower" law or "whistleblower" provision of any law; or
- d. Any legally protected **EMPLOYEE** work stoppage or slowdown.

Impact:

Employment practices liability (EPLI) has been moved from being fully insured to self-insured under the MOC (Section V). This will provide CharterSAFE with more flexibility in claims management.

Section 1 General Liability Section – Definitions

Added Definition:

- f. Mental health services provided by an **EMPLOYEE** or **VOLUNTEER** licensed to provide such services.

Impact:

Provides clarity regarding coverage for professional mental health services, including school psychologists.

Section IV Childhood Sexual Assault

Revised insuring agreement:

- 4. Subject to all other MOC limitations, terms and conditions, with respect to any incident, **CLAIM**, or **SUIT** for **CHILDHOOD SEXUAL ASSAULT**, **CCS JPA** will indemnify the **EMPLOYEE**, **VOLUNTEER**, the **CHARTERING AUTHORITY**, any lender qualifying as an **ADDITIONAL COVERED PARTY**, or official for all reasonable **DEFENSE COSTS** to the extent such **DEFENSE COSTS** are incurred prior to the date on which the **EMPLOYEE**, **VOLUNTEER**, **CHARTERING AUTHORITY**, or official is criminally charged, or, by either agreement, admission, settlement or adjudication of a **CLAIM**, it is determined that the **EMPLOYEE**, **VOLUNTEER**, **CHARTERING AUTHORITY**, or official committed an act of **CHILDHOOD SEXUAL ASSAULT**. This coverage is included in the **CHILDHOOD SEXUAL ASSAULT LIABILITY AGGREGATE LIMIT**.
- 5. The **AGGREGATE LIMIT** shown in the SCHEDULE OF LIMITS, subject to the terms and conditions of this MOC, establishes the most **CCS JPA** shall pay for the **COVERAGE PERIOD**, regardless of the number of **COVERED PARTIES**, any lender qualifying as an **ADDITIONAL COVERED PARTY**, or **CHARTERING AUTHORITY**, incidents, **CLAIMS**, and **SUITS** and incidents, **CLAIMS**, and **SUITS**, whether or not arising out of the same or related **CHILDHOOD SEXUAL ASSAULT**.

Impact:

Clarifies the duty to defend an alleged perpetrator up until they are criminally charged. The aggregate limit is clarified to apply to all covered parties for all CSA claims for the coverage period.

Section V Employment Practices Liability

Added coverage:

Newly added Section V for Employment Practices Liability and Third-Party Liability Employment Practices Liability and Third-Party Liability.

Please refer to section V. of the MOC for complete insuring agreement, exclusions, conditions, and definitions language regarding EPL coverage.

Impact: Employment practices liability (EPLI) has been moved from being fully insured to self-insured under the MOC. It is a claim-made coverage form with a retroactive date shown on your Schedule of Limits page along with reporting requirements. This will provide CharterSAFE and our members with more flexibility in claims management.

Section VII Auto Liability & Physical Damage

Added Exclusion:

c. Motorcycles whether configured as two or three-wheeled vehicles.

Impact:

Clarifies coverage does not extend to motorcycles or three-wheeled vehicles. This exclusion also extends to all-terrain vehicles.

Section XI Student Accident

Language Change:

Please note that the deductible has been changed from \$500 to \$2500 and shall apply on a per injury basis for the listed high-risk activities

Impact:

General liability and student accident deductibles are increased from \$500 to \$2500 for all high-risk activities. Increase deductible is to encourage members to assess the risk of activities and plan risk management to help mitigate injuries.

High Risk Activities include:

- Water depths greater than two feet (including but not limited to scuba diving, sailing, fishing, swimming, dunk tanks)
- Height more than six feet (including but not limited to ziplining, rock climbing, bungee jumping, high rope courses)
- Jumping and/or inflatable devices (including but not limited to trampolines, bounce houses, hamster balls, zorb balls, slide, mazes, and obstacle courses) (except mini-trampolines)
- Activities involving animals (including but not limited to horse-back riding) (except horse-back riding when part of special education programs).
- Weapons of any kind (including but not limited to airsoft and paintball guns, shooting range, etc.)
- Fire (including but not limited to fireworks)
- Carnival rides

New Employment Practices Liability Endorsement – applicable to Section V

Added:

Named Member Choice of Counsel

Impact:

This endorsement allows the Named Member to elect counsel to defend them subject to certain qualifications and conditions that are outlined in the endorsement at a cost of 200% of member deductible.

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS (ACH Debits)

I (we) hereby authorize **CharterSAFE** to instruct my financial institution to make my **(circle all that apply)**

Paid In Full Premium Invoice

25% Deposit Premium Invoice

Monthly Premium Invoices

on the dates due from the account listed below. The authority remains in effect until *CharterSAFE* has received written notification from me of termination in time to allow reasonable opportunity to act on it, or until *CharterSAFE* has sent me written notice of termination of this agreement.

School Information

School:	Acct #:	
Contact:	Title:	
Email:		
Daytime Phone Number: ()		
Street Address:		
City:	State:	Zip:
Signature:		Date:

Required Financial Institution Information

Name of Institution:
Account Type (<i>select one</i>): Checking Savings
Account Number:
Transit Routing Number:
(<i>see lower-left corner of your checks or call your Financial Institution</i>)

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Bella Mente
 (name continued) _____
 CDS #: 30 68452 0128223
 Charter Approving Entity: Vista Unified
 County: San Diego County
 Charter #: 1515
 Budgeting Period: 2023/24

This charter school uses the following basis of accounting:

- ☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
A. REVENUES					
1. LCFF Sources					
State Aid - Current Year	8011	2,402,445.00	3,007,624.00	0.00	3,007,624.00
Education Protection Account State Aid - Current Year	8012	68,760.00	77,220.00	0.00	77,220.00
State Aid - Prior Years	8019	0.00	0.00	0.00	0.00
Transfer of Charter Schools in Lieu of Property Taxes	8096	1,265,851.00	1,421,597.00		1,421,597.00
Other LCFF Transfers	8091, 8097	0.00	0.00	0.00	0.00
Total, LCFF Sources		3,737,056.00	4,506,441.00	0.00	4,506,441.00
2. Federal Revenues					
Every Student Succeeds Act (Titles I - V)	8290	128,389.00		128,389.00	128,389.00
Special Education - Federal	8181, 8182	53,000.00		53,000.00	53,000.00
Child Nutrition - Federal	8220	135,586.00		135,586.00	135,586.00
Donated Food Commodities	8221	0.00		0.00	0.00
Other Federal Revenues	8110, 8260-8299	335,286.00		338,293.00	338,293.00
Total, Federal Revenues		652,261.00	0.00	655,268.00	655,268.00
3. Other State Revenues					
Special Education - State	StateRevSE	269,569.00		292,555.00	292,555.00
All Other State Revenues	StateRevAO	2,825,715.00	699,118.00	731,573.00	1,430,691.00
Total, Other State Revenues		3,095,284.00	699,118.00	1,024,128.00	1,723,246.00
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	146,916.00	0.00	0.00	0.00
Total, Local Revenues		146,916.00	0.00	0.00	0.00
5. TOTAL REVENUES		7,631,517.00	5,205,559.00	1,679,396.00	6,884,955.00
B. EXPENDITURES					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	1,831,275.00	1,616,067.00	593,335.00	2,209,402.00
Certificated Pupil Support Salaries	1200	108,754.00	86,013.00	100,000.00	186,013.00
Certificated Supervisors' and Administrators' Salaries	1300	324,266.00	451,686.00	0.00	451,686.00
Other Certificated Salaries	1900	0.00	0.00	0.00	0.00
Total, Certificated Salaries		2,264,295.00	2,153,766.00	693,335.00	2,847,101.00
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100	287,376.00	73,607.00	225,402.00	299,009.00
Non-certificated Support Salaries	2200	193,644.00	145,957.00	36,119.00	182,076.00
Non-certificated Supervisors' and Administrators' Sal.	2300	115,885.00	149,931.00	0.00	149,931.00
Clerical and Office Salaries	2400	286,112.00	336,183.00	0.00	336,183.00
Other Non-certificated Salaries	2900	19,202.00	16,731.00	0.00	16,731.00

Total, Non-certificated Salaries		902,219.00	722,409.00	261,521.00	983,930.00
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Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
3. Employee Benefits					
STRS	3101-3102	0.00	0.00	0.00	0.00
PERS	3201-3202	0.00	0.00	0.00	0.00
OASDI / Medicare / Alternative	3301-3302	196,703.00	163,577.00	61,432.00	225,009.00
Health and Welfare Benefits	3401-3402	249,795.00	268,574.00	117,237.00	385,811.00
Unemployment Insurance	3501-3502	37,050.00	21,850.00	10,450.00	32,300.00
Workers' Compensation Insurance	3601-3602	48,795.00	40,560.00	15,256.00	55,816.00
OPEB, Allocated	3701-3702	0.00	0.00	0.00	0.00
OPEB, Active Employees	3751-3752	0.00	0.00	0.00	0.00
Other Employee Benefits	3901-3902	144,077.00	126,588.00	18,949.00	145,537.00
Total, Employee Benefits		676,420.00	621,149.00	223,324.00	844,473.00
4. Books and Supplies					
Approved Textbooks and Core Curricula Materials	4100	65,753.00	31,185.00	34,568.00	65,753.00
Books and Other Reference Materials	4200	4,870.00	4,870.00	0.00	4,870.00
Materials and Supplies	4300	114,524.00	41,594.00	72,930.00	114,524.00
Noncapitalized Equipment	4400	109,007.00	60,050.00	48,957.00	109,007.00
Food	4700	155,000.00	(43,249.00)	198,249.00	155,000.00
Total, Books and Supplies		449,154.00	94,450.00	354,704.00	449,154.00
5. Services and Other Operating Expenditures					
Subagreements for Services	5100	0.00	0.00	0.00	0.00
Travel and Conferences	5200	50,203.00	35,704.00	14,499.00	50,203.00
Dues and Memberships	5300	17,939.00	17,939.00	0.00	17,939.00
Insurance	5400	145,610.00	145,610.00	0.00	145,610.00
Operations and Housekeeping Services	5500	255,000.00	139,714.00	115,286.00	255,000.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	142,500.00	142,500.00	0.00	142,500.00
Transfers of Direct Costs	5700-5799	0.00	0.00	0.00	0.00
Professional/Consulting Services & Operating Expend.	5800	1,419,161.00	988,867.00	240,051.00	1,228,918.00
Communications	5900	65,136.00	65,136.00		65,136.00
Total, Services and Other Operating Expenditures		2,095,549.00	1,535,470.00	369,836.00	1,905,306.00
6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)					
Land and Improvements of Land	6100-6170				0.00
Buildings and Improvements of Buildings	6200				0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300				0.00
Equipment	6400				0.00
Equipment Replacement	6500				0.00
Depreciation Expense (for full accrual basis only)	6900	397,633.00	397,633.00	0.00	397,633.00
Total, Capital Outlay		397,633.00	397,633.00	0.00	397,633.00
7. Other Outgo					
Tuition to Other Schools	7110-7143				0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213				0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE				0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO				0.00
All Other Transfers	7281-7299				0.00
Transfer of Indirect Costs	7300-7399				0.00
Debt Service:					
Interest	7438	840,444.00	840,444.00	0.00	840,444.00
Principal	7439				0.00
Total, Other Outgo		840,444.00	840,444.00	0.00	840,444.00

8. TOTAL EXPENDITURES		7,625,714.00	6,365,321.00	1,902,720.00	8,268,041.00
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND.					
BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		5,803.00	(1,159,762.00)	(223,324.00)	(1,383,086.00)

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
D. OTHER FINANCING SOURCES / USES					
1. Other Sources	8930-8979				0.00
2. Less: Other Uses	7630-7699				0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999				0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		5,803.00	(1,159,762.00)	(223,324.00)	(1,383,086.00)
F. FUND BALANCE, RESERVES					
1. Beginning Fund Balance					
a. As of July 1	9791				0.00
b. Adjustments/Restatements to Beginning Balance	9793, 9795				0.00
c. Adjusted Beginning Balance		0.00	0.00	0.00	0.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		5,803.00	(1,159,762.00)	(223,324.00)	(1,383,086.00)
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711				0.00
Stores	9712				0.00
Prepaid Expenditures	9713				0.00
All Others	9719				0.00
b. Restricted	9740				0.00
c. Committed					
Stabilization Arrangements	9750				0.00
Other Commitments	9760				0.00
d. Assigned					
Other Assignments	9780				0.00
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789				0.00
Unassigned / Unappropriated Amount	9790	5,803.00	(1,159,762.00)	(223,324.00)	(1,383,086.00)



Bella Mente Montessori Academy



**2022-23 Estimated Actuals &
2023-24 Preliminary Budget**

STUDENT ENROLLMENT INFORMATION

2022-23		23-24 Budget	
GRADE	Estimated	Actuals	
	ENROLLMENT BY GRADE		
TK	28	30	
K	29	59	
1	46	43	
2	38	45	
3	50	37	
4	44	47	
5	47	43	
6	39	51	
7	34	37	
8	27	37	
9	0	0	
10	0	0	
11	0	0	
12	0	0	
OTHER (CTC)	0	0	
TOTAL	382	429	

2022-23		23-24 Budget	
GRADE	Estimated	Actuals	
	DAILY ATTENDANCE RATE		
TK	90.0%	90.0%	
K	90.0%	90.0%	
1	90.0%	90.0%	
2	90.0%	90.0%	
3	90.0%	90.0%	
4	90.0%	90.0%	
5	90.0%	90.0%	
6	90.0%	90.0%	
7	90.0%	90.0%	
8	90.0%	90.0%	
9	0.0%	0.0%	
10	0.0%	0.0%	
11	0.0%	0.0%	
12	0.0%	0.0%	
OTHER (CTC)	0.0%	0.0%	
TOTAL	90.0%	90.0%	

2022-23		23-24 Budget	
GRADE	Estimated	Actuals	
	AVG DAILY ATTENDANCE BY GRADE		
TK	25.20	27.00	
K	26.10	53.10	
1	41.40	38.70	
2	34.20	40.50	
3	45.00	33.30	
4	39.60	42.30	
5	42.30	38.70	
6	35.10	45.90	
7	30.60	33.30	
8	24.30	33.30	
9	-	-	
10	-	-	
11	-	-	
12	-	-	
OTHER (CTC)	-	-	
TOTAL	343.80	386.10	

2022-23		23-24 Budget	
GRADE	Estimated	Actuals	
	AVG DAILY ATTENDANCE BY GRADE RANGE		
TK-3	171.90	192.60	
4-6	117.00	126.90	
7-8	54.90	66.60	
9-12	-	-	
TOTAL	343.80	386.10	

REVENUE INPUT

ACCT	ACCOUNT NAME	2022-23		
		Estimated		
		Actuals	23-24 Budget	VARIANCE
LCFF				
8011	LCFF; state aid	2,402,445	3,007,624	605,179
8012	LCFF; EPA	68,760	77,220	8,460
8019	Prior Year Income/Adjustments	-	-	-
8096	In-Lieu of Property Taxes	1,265,851	1,421,597	155,746
TOTAL LCFF REVENUE		\$ 3,737,056	\$ 4,506,441	\$ 769,385
FEDERAL				
8181	Special Education - Federal	53,000	53,000	-
8220	Federal Child Nutrition	135,586	135,586	-
8291	Title I	95,383	95,383	-
8292	Title II	14,499	14,499	-
8293	Title III	8,507	8,507	-
8294	Title IV	10,000	10,000	-
8290	All Other Federal Revenue	-	-	-
8290-3213	ESSER III 80%	335,286	115,286	(220,000)
8290-3214	ESSER III 20%	-	116,895	116,895
8290-3218	ELOG (ESSER III 3213)	-	38,957	38,957
8290-3219	ELOG (ESSER III 3214)	-	67,155	67,155
TOTAL FEDERAL REVENUE		\$ 652,261	\$ 655,268	\$ (103,105)
OTHER STATE				
8520	State Child Nutrition Program	63,378	62,663	(715)
8550-K8	MANDATE BLOCK GRANT K-8	6,935	6,683	(251)
8560-12	RESTRICTED LOTTERY	51,851	27,885	(23,966)
8560-22	LOTTERY	64,940	72,930	7,990
8590	All Other State Revenue	1,618,995	-	(1,618,995)
8590-66	MENTAL HEALTH	19,896	19,896	(0)
8590-2600	ELOP	153,153	336,119	182,966
8590-5380	School Breakfast Program	15,000	-	(15,000)
8590-6053	Universal TK	64,330	50,980	(13,350)
8590-6266	Educator Effectiveness	97,084	-	(97,084)
8590-6331	CCSPP - Planning	-	100,000	100,000
8590-6536	Dispute Prevention	8,032	-	(8,032)
8590-6762	Arts, Music, and Instructional Materials Block C	-	93,206	93,206
8590-7028	Kitchen Infrastructure and Equipment	25,000	-	(25,000)
8590-7425	Expanded Learning Grant 90%	42,413	-	(42,413)
8590-7426	Expanded Learning Grant 10%	23,065	-	(23,065)
8590-7435	Learning Recovery Emergency Block Grant	-	103,487	103,487
8590-7811	CALSHAPE	67,305	-	(67,305)
8590-9300	Comprehensive K-12 Health Education Grant	50,000	-	(50,000)
8591	SB740	495,836	556,842	61,006
8599	Prior Year State Income/Adjustments	(41,498)	-	41,498
TOTAL OTHER STATE REVENUE		\$ 2,825,715	\$ 1,430,691	\$ (1,395,023)
LOCAL				
8639	Student Lunch Revenue	-	-	-
8650	Rental Income	20,000	-	(20,000)
8660	Interest Income	79,008	-	(79,008)
8682	Foundation Grants/Donations	12,102	-	(12,102)
8685	School Site Fundraising	19,876	-	(19,876)
8699	All Other Local Revenue	15,930	-	(15,930)
8792	SPED State/Other Transfers of Apportionment	269,569	292,555	22,986
TOTAL LOCAL REVENUE		\$ 416,485	\$ 292,555	\$ (123,930)
TOTAL REVENUE		\$ 7,631,516	\$ 6,884,955	\$ (852,673)

EXPENSES INPUT

		2022-23 Estimated		
ACCT	ACCOUNT NAME	Actuals	23-24 Budget	VARIANCE
1000 - CERTIFICATED				
1100	Teacher Salaries	1,804,683	2,167,962	363,279
1105	Teach Stipends	19,128	-	(19,128)
1120	Substitute Expense	7,464	41,440	33,976
1200	Certificated Pupil Support	108,754	186,013	77,260
1300	Certificated Supervisor and Aides	324,266	451,686	127,420
1900	Other Certificated Salaries	-	-	-
Totals		\$ 2,264,295	\$ 2,847,101	\$ 582,806
2000 - CLASSIFIED				
2100	Instructional Aide Salaries	287,376	299,009	11,633
2200	Classified Support Salaries	193,644	182,076	(11,568)
2300	Classified Supervisor and Aides	115,885	149,931	34,046
2400	Clerical, Technical and Office	286,112	336,183	50,071
2900	Other Classified Salaries	19,202	16,731	(2,471)
Totals		\$ 902,219	\$ 983,929	\$ 81,710
3000 - BENEFITS				
3101	State Teachers' Retirement	-	-	-
3202	Public Employees Retirement	-	-	-
3301	OASDI/Medicare	151,820	225,009	73,189
3302	OASDI/Medicare	44,883	-	(44,883)
3401	Health & Welfare Benefits	183,893	385,812	201,918
3402	Health & Welfare Benefits	52,786	-	(52,786)
3403	Health & Welfare Benefits	13,116	-	(13,116)
3501	State Unemployment Insurance	11,002	-	(11,002)
3502	State Unemployment Insurance	8,218	-	(8,218)
3503	State Unemployment Insurance	17,830	32,300	14,470
3601	Worker Compensation Insurance	18,674	-	(18,674)
3602	Worker Compensation Insurance	7,673	-	(7,673)
3603	Worker Compensation Insurance	22,448	55,816	33,368
3703	Other Employee Benefits	69,809	145,537	75,728
3901	Other Employee Benefits	55,939	-	(55,939)
3902	Other Employee Benefits	18,329	-	(18,329)
Totals		\$ 676,420	\$ 844,473	\$ 168,054
TOTAL PERSONNEL EXPENSE		\$ 3,842,934	\$ 4,675,504	\$ 832,570
4000 - BOOKS AND SUPPLIES				
4100	Approved Textbooks and Materials	65,753	65,753	-
4200	Books and Other Reference	4,870	4,870	-
4300	Materials and Supplies	57,408	57,408	-
4315	Classroom Materials and Supplies	31,316	31,316	-
4381	Plant/Facilities Maintenance	25,800	25,800	-
4400	Noncapitalized Equipment	59,050	59,050	-
4410	Computer Hardware	43,709	43,709	-
4430	Noncapitalized Student Equipment	4,000	4,000	-
4440	Student Events	2,248	2,248	0
4700	Food and Food Supplies	155,000	155,000	-
PLIES		\$ 449,153	\$ 449,153	\$ 0
5000 - DEPARTMENTS AND OTHER OPEX				
5200	Travel and Conferences	5,000	5,000	-
5210	Training and Development	45,203	45,203	-
5300	Dues and Memberships	17,939	17,939	-
5400	Insurance	145,610	145,610	-
5500	Operation and Housekeeping	165,000	165,000	-
5501	Utilities	90,000	90,000	-
5601	Building Maintenance	130,000	130,000	-
5605	Equipment Rental/Lease	6,500	6,500	-
5610	Equipment Repair	6,000	6,000	-
5800	Professional/Consulting Services	190,000	190,000	-
5803	Banking and Payroll Services	15,000	15,000	-
5805	Legal Services and Audit	145,301	145,301	-
5806	Audit Services	13,776	13,776	-
5810	Educational Consultants	698,486	500,550	(197,936)
5811	Student Transportation and	29,541	29,541	-
5815	Advertising/Recruiting	31,787	31,787	-
5820	Fundraising Expense	5,900	5,900	-
5830	Field Trips	23,010	23,010	-
5873	Financial Services	167,000	167,000	-
5874	Personnel Services	1,642	1,642	-
5875	District Oversight Fee	37,371	45,064	7,694
5877	IT Services	58,347	58,347	-
5890	Interest Expense/Fees	2,000	2,000	-
5900	Communications (Tele., In	39,083	39,083	-
5998	Unallocated Credit Card B	26,053	26,053	-
OPEX		\$ 2,095,549	\$ 1,905,307	\$ (190,242)
6000 - CAPITAL OUTLAY				
6900	Depreciation Expense	397,633	397,633	-
ATION		\$ 397,633	\$ 397,633	\$ -
7000 - OTHER OUTGOING				
7438	Debt Service Interest	840,444	840,444	-
OUTGOING		\$ 840,444	\$ 840,444	\$ -
EXPENSES		\$ 7,625,713	\$ 8,268,041	\$ 642,328

Bella Mente Montessori Academy



2022-23 Estimated				
NAME	Actuals	23-24 Budget	VARIANCE	
REVENUE				
TOTAL ENROLLMENT	382	429		47
AVERAGE DAILY ATTENDANCE	344	386		42
State LCFF Revenue	\$ 3,737,056.00	\$ 4,506,441.00	\$	\$ 769,385
Federal Revenue	\$ 652,261.00	\$ 655,268.00	\$	\$ 3,007
Other State Revenue	\$ 2,825,714.61	\$ 1,430,691.21	\$	\$ (1,395,023)
Local Revenue	\$ 416,484.61	\$ 292,555.04	\$	\$ (123,930)
TOTAL REVENUE	\$ 7,631,516	\$ 6,884,955	\$	\$ (746,561)
EXPENSES				
Certificated Salaries	\$ 2,264,295.21	\$ 2,847,101.36	\$	\$ 582,806
Classified Salaries	\$ 902,218.93	\$ 983,929.31	\$	\$ 81,710
Benefits	\$ 676,419.74	\$ 844,473.35	\$	\$ 168,054
TOTAL PERSONNEL EXPENSES	\$ 3,842,934	\$ 4,675,504	\$	\$ 832,570
Books and Supplies	\$ 449,153.24	\$ 449,153.25	\$	\$ 0
Services and Other Operating Expen	\$ 2,095,549.12	\$ 1,905,307.03	\$	\$ (190,242)
Capital Outlay	\$ 397,633.00	\$ 397,633.00	\$	\$ -
Other Outgoing	\$ 840,444.00	\$ 840,444.00	\$	\$ -
TOTAL OTHER EXPENSES	\$ 3,782,779	\$ 3,592,537	\$	\$ (190,242)
TOTAL EXPENSES	\$ 7,625,713	\$ 8,268,041	\$	\$ 642,328
FUND BALANCE				
SURPLUS(DEFICIT)	\$ 5,803	\$ (1,383,086)		
% of LCFF Revenue	0.2%	-30.7%		
BEGINNING FUND BALANCE	\$ 7,126,108	\$ 7,131,911		
ENDING BALANCE	\$ 7,131,911	\$ 5,748,825		
% of Expenses	94%	70%		