



# Bella Mente Montessori Academy

## **Board of Directors**

Scott Moote, President  
Caroline Veale, Secretary  
Daniel Niebaum, Treasurer  
Janet Figueroa, Member

## **Bella Mente Charter School**

### **Board Meeting Agenda**

**January 11, 2022**

Type of Meeting: Regular Board Meeting

Location: <https://attendee.gotowebinar.com/register/9075965331213326095>

### **You can also dial in using your phone.**

United States: 1 (631) 992-3221

**Access Code: 735-990-466**

**Closed Session: None**

**Open Session: 6:30pm**

**IMPORTANT NOTICE:** This meeting will be held virtually and live-streamed (no in-person). Members of the public who would like to address the Board must email [jmeeker@bellamentecharter.org](mailto:jmeeker@bellamentecharter.org) the day of the meeting requesting a hold card beginning at 6:00pm up until the meeting is called to order.

The Board of Education Meeting will be conducted entirely online, via virtual/video conferencing. On September 16, 2021, Governor Newsom signed Assembly Bill 361 into law. The urgency bill amends the Brown Act to provide the ability for boards to hold remote meetings during a proclaimed state of emergency without following the Brown Act's teleconferencing rules. AB 361 provides that Boards need not follow the Brown Act's teleconferencing rules if the Board makes a finding that there is a proclaimed state of emergency and either state or local officials have imposed or recommended social distancing measures or meeting in person would present imminent risks to the health or safety of attendees due to the emergency. Members of the public can view the meeting via livestream and can participate in the meeting electronically via GotoWebinar, by following the instructions for submitting a request to make public comments listed on the agenda below

## **I. CLOSED SESSION (None)**

**6:30 PM**

Call to order, roll call and establishment of quorum

1. In accordance with Government Code Section 54957, the Board will meet in closed session to consider: PERSONNEL MATTERS-(None)
2. In accordance with Government Code Section 54956.8, the Board will meet in closed session to consider: REAL ESTATE MATTERS- (None)
3. In accordance with Government Code Section 54957.6, the Board will meet in closed session to consider: PUBLIC EMPLOYEE EVALUATION - (None)
4. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW - (None)
5. 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)

## **II. OPEN SESSION/REGULAR MEETING**

Call to order, roll call and establishment of quorum

## **III. ACTION ITEMS CONSIDERED IN CLOSED SESSION**

## **IV. PRESENTATIONS BY COMMUNITY MEMBERS/PUBLIC COMMENTS (20 MINUTES TOTAL)**

**PUBLIC COMMENTS/COMMUNITY MEMBERS:** Any member of the audience who wishes to speak to an agenda item (or at the appropriate time, speak to an item not on the agenda) must email [jmeeker@bellamentecharter.org](mailto:jmeeker@bellamentecharter.org) the day of the meeting requesting a hold card. beginning at 6:00pm up until the meeting is called to order.

Per Education Code 35145.5 and Government Code 54954.3, members of the public have the opportunity to provide public comment on any agenda item, as well as any non-agenda item that is within the subject matter jurisdiction of the Board.

Per Board Bylaw 9323, individual speakers will be allowed three (3) minutes to address the Board on each agenda or non agenda item, and the Board will limit the total time for public input on each item to twenty (20) minutes.

In an effort to hear as many speakers as possible, comment times may be shortened (depending on the number of speakers on any agenda or non-agenda item). The Board 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 Montessori Academy welcomes your participation at the District's School Board meetings. Your participation assures us of continuing community interest in our school.

Items not on the agenda/Items for future discussion

**V. APPROVAL OF AGENDA**

Recommended motion: Approve the agenda for the January 11, 2022 Board of Directors Meeting.

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

**VI. DISCUSSION ITEMS**

1. **Executive Director Announcements** - Erin Feeley will provide COVID-19, legislative, safety & risk management, special education updates and fiscal projection updates.
2. **Charter Vision Board Report** - Janina Arruda, our new Associate School Business Manager from CSMC will report on CharterVision dashboard monthly report.
3. **Principal Report**- Mr. James Proby will present Winter MAPs internal assessment results and plan for the second semester.

**VII. 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 December 7, 2021 Board of Directors Meeting
2. Minutes from the December 14, 2021 Special Board of Directors Meeting
3. Recommended action on the personnel activity list
4. Check Registers for December 2021
5. Top Notch Invoice for December 2021 \$11,310.84
6. Agreement with BOONLI Merchant Payment Processing
7. Agreement with Wilkinson Hadley King & Co, LLP for Audit services
8. Agreement with Campus Safety Alliance for the 2022-2023 \$7,140.00
9. Approve the Public School Property Tax Exemption Submission

*Executive Director's Recommendation: Approve Consent Calendar*

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

**VIII. DISCUSSION/ACTION ITEMS**

1. **Review and Approve the 2020-2021 Audit Report completed by Wilkinson, Hadley, King & Co LLP presented by Kevin Sproul.**

*Executive Director's Recommendation: Approve*

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

2. **Approve the updated Homeless Education Board Policy amended from September 2021**

*Executive Director's Recommendation: Approve*

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

IX. **ADJOURNMENT**

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ Vote \_\_\_\_\_

***Instructions for Presentations to the Board by Members of the Community***

BMMA welcomes your participation at the School's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of the School in public. We 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
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](mailto: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.
6. Any person with a disability who requires a modification or accommodation, including auxiliary aids or services, to participate in a public meeting of the Bella Mente Charter School Board of Directors may request such modification or accommodation from Jennifer Meeker, at 760-621-8931. Please make any requests at least 12 hours prior to the meeting.



# Bella Mente Montessori Academy

## Minutes of the Bella Mente Charter School

### Board of Directors Meeting

December 7, 2021

Type of Meeting: Regular Board Meeting

Location: <https://attendee.gotowebinar.com/register/2247154794959486736>

**You can also dial in using your phone.**

United States: 1 (562) 247-8321

**Access Code: 760-593-481**

#### **I. CLOSED SESSION (Two)**

**6:34 PM**

Call to order, roll call and establishment of quorum

1. In accordance with Government Code Section 54957, the Board will meet in closed session to consider: PERSONNEL MATTERS-(None)
2. In accordance with Government Code Section 54956.8, the Board will meet in closed session to consider: REAL ESTATE MATTERS- (None)
3. In accordance with Government Code Section 54957.6, the Board will meet in closed session to consider: PUBLIC EMPLOYEE EVALUATION - Executive Director Evaluation.
4. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW - (None)
5. 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) - (one matter)

#### **II. OPEN SESSION/REGULAR MEETING-**

Call to order, roll call and establishment of quorum

**The meeting was called to order at 7:13 PM by Scott Moote**

- Scott Moote conducted the roll call. A quorum of directors is present.
  - Members Present: Scott Moote, Dan Niebaum, Caroline Veale
  - Members Absent: Janet Figueroa
  - Others in Attendance: Erin Feeley and Richard Farace

### III. ACTION ITEMS CONSIDERED IN CLOSED SESSION

No Action Taken

### IV. PRESENTATIONS BY COMMUNITY MEMBERS/PUBLIC COMMENTS (20 MINUTES TOTAL)

None

### V. Approval of Agenda

**Caroline Veale moved to approve the amended agenda for December 14, 2021. Striking item number 2 in the VI. Discussion Item section and item number 6 in the VIII. Discussion/Action Item section. Dan Niebaum moved to second.** Motion passed unanimously. Votes: Scott Moote (Aye), Dan Niebaum (Aye), Caroline Veale (Aye)

### VI. DISCUSSION ITEMS

1. **Executive Director Announcements** - Erin Feeley will provide COVID-19, legislative, safety & risk management, special education updates and fiscal projection updates.
2. ~~**Charter Vision Board Report** - Rick from CSMC will report on cash flow and review Charter Vision dashboard monthly report.~~
3. **Principal Report**- Mr. James Proby will introduce himself to the Board of Directors.

### VII. 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 October 12, 2021 Board of Directors Meeting
2. Recommended action on the personnel activity list
3. Check Registers for October 2021 and November 2021
4. UMASS Global for Internship to Credential Teachers
5. Lifetouch for 2021-2022 yearbook
6. Cross Country Education for a Special Education Audit \$9,900
7. Non State Entity Service Policy and Agreement with AT&T
8. Summer Camp Agreement with Joe & Mary Mottino Family YMCA
9. Top Notch Invoice for October \$18,500.00 and for November \$18,500.00
10. Tuff Shed for garden classroom \$3,760.63 and \$2,754.98

*Executive Director's Recommendation: Approve Consent Calendar*

**Caroline Veale moved to approve the Consent Calendar/Routine Items of Business. Janet Figueroa seconded.** Motion passed unanimously. Votes: Scott Moote (Aye), Dan Niebaum (Aye) Caroline Veale (Aye)

## **VIII. Discussion/Action Items**

- 1. Discussion of the upcoming school calendars for the 2022-2023, 2023-2024, 2024-2025 school years  
Discussion Only**
- 2. Review and Approve the First Interim Budget as presented by Associate School Business Manager Richard Farace from Charter School Management Corporation**  
**Dan Niebaum moved to approve the First Interim Budget Report as presented by Associate School Business Manager Richard Farace . Scott Moote seconded. Motion passed unanimously. Votes: Scott Moote (Aye), Dan Niebaum (Aye) Caroline Veale (Aye)**
- 3. Approve the updated COVID-19 Prevention Program (Safe Reopening Guide)**  
**Dan Niebaum moved to approve the updated COVID-19 Prevention Program (Safe Reopening Guide). Scott Moote seconded. Motion passed unanimously. Votes: Scott Moote (Aye), Dan Niebaum (Aye) Caroline Veale (Aye)**
- 4. Approve the Classified Salary Schedule to meet January 1, 2022 \$15.00 Minimum**  
**Dan Niebaum moved to approve the Classified Salary Schedule to meet January 1, 2022 \$15.00 Minimum. Scott Moote seconded. Motion passed unanimously. Votes: Scott Moote (Aye), Dan Niebaum (Aye), Caroline Veale (Aye)**
- 5. Approve the Certificated Salary Schedule to meet the January 1, 2022 Exempt Salary Minimum**  
**Dan Niebaum moved to approve the Consent Calendar/Routine Items of Business. Scott Moote seconded. Motion passed unanimously. Votes: Scott Moote (Aye), Dan Niebaum (Aye) , Caroline Veale (Aye)**
- ~~**6. Approve the Certificated Management Salary Schedule to meet a competitive local minimum Strike**~~
- 7. First read of the Educator Effectiveness Grant  
Discussion Only**
- 8. Approve an additional Board Meeting on a date decided by board members to approve the Educator Effectiveness Grant**  
**Dan Niebaum moved to Approve an additional Board Meeting on a date decided by board members to approve the Educator Effectiveness Grant. December 14, 2021 at 12:00 PM Scott Moote seconded. Motion passed unanimously. Votes: Scott Moote (Aye), Dan Niebaum (Aye) Caroline Veale (Aye)**
- 9. Approve the removal of the former Principal Rebecca McQuestion as the sole representative of Bella Mente Holdings, LLC.**  
**Dan Niebaum moved to approve the removal of the former Principal Rebecca McQuestion as the sole representative of Bella Mente Holdings, LLC. Scott Moote Seconded. Motion passed unanimously. Votes: Scott Moote (Aye), Dan Niebaum (Aye) Caroline Veale (Aye)**
- 10. Approve the appointment of the current Principal James Proby as the sole representative for Bella Mente Holdings, LLC**  
**Dan Niebaum moved to approve the appointment of the current Principal James Proby as the sole representative for Bella Mente Holdings, LLC. Scott Moote seconded. Motion**

passed unanimously. Votes: Scott Moote (Aye), Dan Niebaum (Aye), Caroline Veale (Aye)

**ADJOURNMENT - 8:14 PM**

- **Dan Niebaum moved to adjournment of the meeting. Scott Moote second.** Motion passed unanimously. Votes: Scott Moote (Aye), Dan Niebaum (Aye), Caroline Veale (Aye)

Approved on: \_\_\_\_\_

Signature of Secretary: \_\_\_\_\_

Signature of Board Member: \_\_\_\_\_



# Bella Mente Montessori Academy

## Minutes of the Bella Mente Charter School

### Special Board of Directors Meeting

Type of Meeting: Special Board Meeting

Location: <https://attendee.gotowebinar.com/register/7201437643192877068>

**You can also dial in using your phone.**

United States: 1 (562) 247-8321

Access Code: 143-354-933

**Closed Session: None**

**Open Session: 12:00 Noon**

**IMPORTANT NOTICE:** This meeting will be held virtually and live-streamed (no in-person). Members of the public who would like to address the Board must email [jmeeker@bellamentecharter.org](mailto:jmeeker@bellamentecharter.org) the day of the meeting requesting a hold card beginning at 6:00pm up until the meeting is called to order.

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## **I. OPEN SESSION/SPECIAL BOARD MEETING**

Call to order, roll call and establishment of quorum

Call to order, roll call and establishment of quorum

**The meeting was called to order at 12:00 PM by Scott Moote**

- Scott Moote conducted the roll call. A quorum of directors is present.
  - Members Present: Scott Moote, Caroline Veale, Dan Niebaum,
  - Members Absent: Janet Figueroa,
  - Others in Attendance: Erin Feeley

## **II. APPROVAL OF AGENDA**

Recommended motion: Approve the agenda for the December 14, 2021 Special Board of Directors Meeting.

- **Caroline Veale moved to approve agenda for the December 14, 2021 Special Board of Directors Meeting. Dan Niebaum seconded.** Motion passed unanimously. Votes: Scott Moote (Aye) , Caroline Veale (Aye), Dan Niebaum (Aye)

### III. DISCUSSION/ACTION ITEMS

#### 1. Final Read and Approval of the Educator Effectiveness Grant

- **Caroline Veale moved to approve of the Educator Effectiveness Grant. Dan Niebaum seconded.** Motion passed unanimously. Votes: Scott Moote (Aye) , Caroline Veale (Aye), Dan Niebaum (Aye)

### IX. ADJOURNMENT - 12:15 PM

**Caroline Veale moved to adjournment of the meeting. Dan Niebaum second.** Motion passed unanimously. Votes: Scott Moote (Aye) , Caroline Veale (Aye), Dan Niebaum (Aye)

Approved on: \_\_\_\_\_

Signature of Secretary: \_\_\_\_\_

Signature of Board Member: \_\_\_\_\_

## Employment Change as of January 11, 2022

**New Hires Full Time:** None

**New Hires Part Time:** None

**Resignation:** Elizabeth LaBlond - Office Manager

**Termination:** None

### Open Positions:

#### Classified Positions:

Part Time: Noon Duty (\$15.00) Part Time Monday - Friday  
Food Service Assistant (\$15.00) Part Time Monday - Friday

#### Certificated Positions:

Full Time: Substitute Teacher  
*All Teachers must hold the appropriate CA Teaching Credential and CLAD to be considered. All Classes, regardless of grade level, max at 28 students. Starting at \$50,960.07 for new teachers. Competitive Salary & United Platinum or Gold HMO/PPO Medical, Dental & Vision, 403B Retirement, Employee Assistance Program and Life Insurance.*

## Bella Mente

Check Register 12/1/2021 through 12/31/2021

Payment Number	Payment Date	Payee Name	Rec Status	Check Amount	Account	Account Description	Transaction Description	Invoiced GL Amount
2448	12/2/2021	AT&T	Cleared	\$1,682.80	62-0000-1110-2700-5900-020-000	Communications (Tele., Internet, Copies,Postage,Messenger)	Internet Chges 10/19-11/18/21	<b>\$1,682.80</b>
2454	12/2/2021	Top Notch Catering	Cleared	\$17,883.82	62-5310-1110-3700-4700-020-000	Food and Food Supplies	September 2021 - Breakfast & Lunch	<b>\$17,883.82</b>
2452	12/2/2021	Green Flash Pest Control	Cleared	\$119.00	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Monthly Pest Control	<b>\$119.00</b>
2447	12/2/2021	SYNCB/AMAZON	Cleared	\$4,623.84	62-0000-1110-1000-4315-020-000	Classroom Materials and Supplies	Inv.769645394588-Red Ribbon Week-PO#1756	<b>\$123.24</b>
					62-0094-1110-2100-4300-020-000	Materials and Supplies	Inv.534898983886- PO# 1769	<b>\$23.17</b>
					62-0000-1110-2100-4400-020-000	Noncapitalized Equipment	Inv.883849535866-Classroom Faucet	<b>\$75.72</b>
					62-0000-1110-2100-4300-020-000	Materials and Supplies	Inv.467734794949-Toner PO# 1778	<b>\$113.64</b>
					62-0000-1110-2100-4300-020-000	Materials and Supplies	Inv.995577859683-Staff Appreciation	<b>\$41.47</b>
					62-0091-1110-2100-4300-020-000	Materials and Supplies	Inv.969755337393-Facilities Garden Hose-PO#1766	<b>\$67.10</b>
					62-0094-1110-2100-4300-020-000	Materials and Supplies	Inv.597487786785-Staff Phones	<b>\$6.90</b>
					62-0000-1110-2100-4300-020-000	Materials and Supplies	Inv.696595565693-Art PO# 1772	<b>\$143.68</b>
					62-0000-1110-2100-4300-020-000	Materials and Supplies	Inv.458683667875-Staff Appreciation	<b>\$627.60</b>
					62-0000-1110-1000-4315-020-000	Classroom Materials and Supplies	Inv.887876953683-Playground Balls-PO#1767	<b>\$16.18</b>
					62-0000-1110-2100-4300-020-000	Materials and Supplies	Inv.769599496684-Wrist Guards PO# 1768	<b>\$16.56</b>
					62-0000-1110-2100-4300-020-000	Materials and Supplies	Inv.458369488748-Staff Appreciation	<b>\$790.21</b>

## Bella Mente

Check Register 12/1/2021 through 12/31/2021

62-0000-1110-1000-4315-020-000	Classroom Materials and Supplies	Inv.933635939988-Playground Balls-PO#1767	<b>\$64.72</b>
62-0000-1110-1000-4315-020-000	Classroom Materials and Supplies	Inv.659398694937-Art & PE PO# 1773	<b>\$80.97</b>
62-0094-1110-2100-4300-020-000	Materials and Supplies	Inv.663566566833-Bus.Office/Coffee PO#1788	<b>\$116.01</b>
62-0000-1110-2100-4300-020-000	Materials and Supplies	Inv.793939476793-Halloween Masks Staff	<b>\$103.89</b>
62-0000-1110-1000-4315-020-000	Classroom Materials and Supplies	Inv.949675566876-Red Ribbon Week	<b>\$193.80</b>
62-0000-1110-1000-4430-020-000	Noncapitalized Student Equipment	Inv.889847383659-Garden Camera PO# 1780	<b>\$178.48</b>
62-3212-1110-2100-4300-020-000	Materials and Supplies	Inv.776439835355-Teacher Masks	<b>\$45.44</b>
62-0000-1110-2100-4300-020-000	Materials and Supplies	Inv. 434846696448-Art & PE PO# 1774	<b>\$369.35</b>
62-0000-1110-1000-4430-020-000	Noncapitalized Student Equipment	Inv.55378479438-Garden Chairs PO# 1777	<b>\$653.00</b>
62-3212-1110-2100-4300-020-000	Materials and Supplies	Inv.64654677833-Teacher Masks	<b>\$23.31</b>
62-0094-1110-2100-4300-020-000	Materials and Supplies	Inv.466753769766-School Phones	<b>\$9.73</b>
62-0000-1110-2100-4300-020-000	Materials and Supplies	Inv.634953636884-PO# 1776	<b>\$57.09</b>
62-3212-1110-2100-4300-020-000	Materials and Supplies	Inv.798346964649-Teacher Masks	<b>\$59.24</b>
62-0094-1110-2100-4300-020-000	Materials and Supplies	Inv.788433343845-PO# 1769	<b>\$92.62</b>
62-0000-1110-2100-4300-020-000	Materials and Supplies	Inv.469484684394-Toner PO# 1778	<b>\$360.83</b>
62-0000-1110-1000-4315-020-000	Classroom Materials and Supplies	Inv.835444597484-Student Council Pencils-PO#1790	<b>\$27.05</b>

## Bella Mente

Check Register 12/1/2021 through 12/31/2021

					62-0000-1110-2100-4300-020-000	Materials and Supplies	Inv.754939996898-PO# 1789	<b>\$142.84</b>
2451	12/2/2021	Dental Health Services	Cleared	\$101.25	62-0000-1110-1000-3401-020-000	Health & Welfare Benefits Certificated	December 2021 Premium	<b>\$101.25</b>
2453	12/2/2021	Soliant	Cleared	\$1,280.00	62-6500-5760-1190-5810-020-000	Educational Consultants	Staffing 11/21/21	<b>\$1,280.00</b>
2455	12/2/2021	Gopher	Cleared	\$151.57	62-0000-1110-2100-4300-020-000	Materials and Supplies	Rubber 10-Soccer Ball Set	<b>\$151.57</b>
2450	12/2/2021	CINTAS CORPORATION	Cleared	\$48.57	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Active Scraper, Gray Mats, Logo Mats	<b>\$48.57</b>
2449	12/2/2021	AT&T	Cleared	\$213.49	62-0000-1110-2700-5900-020-000	Communications (Tele., Internet, Copies,Postage,Messenger)	phone Chges. 10/20-11/19/21	<b>\$213.49</b>
2460	12/7/2021	San Diego Gas & Electric	Cleared	\$933.83	62-0000-0000-8100-5501-020-000	Utilities	Gas & Electric Chges. 10/27-11/24/21	<b>\$933.83</b>
2457	12/7/2021	CINTAS CORPORATION	Cleared	\$48.57	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Active Scaper, Mats,Work Pant	<b>\$48.57</b>
2456	12/7/2021	CharterSAFE	Cleared	\$10,986.00	62-0000-0000-2700-5400-020-000	Insurance	January Premium 2021-2022 Pkge. Prem.	<b>\$8,456.00</b>
					62-0000-1110-1000-3603-020-000	Worker Compensation Insurance	January Premium 2021-2022 Workers' Comp	<b>\$2,530.00</b>
2458	12/7/2021	EDCO Waste & Recycling Service	Cleared	\$550.13	62-0000-0000-8100-5501-020-000	Utilities	Nov. 2021 - Commerical Service	<b>\$550.13</b>
2459	12/7/2021	K12 Health	Cleared	\$1,305.00	62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Health Services - 12/1/21	<b>\$1,305.00</b>
2462	12/7/2021	T-Mobile	Cleared	\$262.82	62-0000-1110-2700-5900-020-000	Communications (Tele., Internet, Copies,Postage,Messenger)	Telephone Chges. 10/18-11/17/21	<b>\$262.82</b>
2461	12/7/2021	San Diego Gas & Electric	Cleared	\$3,486.60	62-0000-0000-8100-5501-020-000	Utilities	Electric Chges. 10/27-11/24/21	<b>\$3,486.60</b>
2464	12/14/2021	Kaiser Foundation Health Plan Inc	Cleared	\$15,636.56	62-0000-1110-1000-3401-020-000	Health & Welfare Benefits Certificated	January 2022 Health Insurance	<b>\$15,636.56</b>
2463	12/14/2021	Erin Feeley	Outstanding	\$160.66	62-0000-1110-2100-4300-020-000	Materials and Supplies	REIMB: Business Dinner	<b>\$160.66</b>

## Bella Mente

Check Register 12/1/2021 through 12/31/2021

2466	12/14/2021	Top Notch Catering	Cleared	\$29,497.22	62-5310-1110-3700-4700-020-000	Food and Food Supplies	Oct. 2021 - School Breakfast & Lunch	<b>\$17,977.27</b>
					62-5310-1110-3700-4700-020-000	Food and Food Supplies	Nov. 2021 - School Breakfast & Lunch	<b>\$11,519.95</b>
2467	12/14/2021	VendorMax, Inc.	Cleared	\$60.00	62-0000-0000-2700-5815-020-000	Advertising/Recruiting	Lead Fees - November 2021	<b>\$60.00</b>
2465	12/14/2021	Maintex, Inc.	Cleared	\$88.51	62-0091-0000-8100-4381-020-000	Materials for Plant Maintenance	Tissue Paper	<b>\$88.51</b>
2468	12/21/2021	CARDMEMBER SERVICE	Cleared	\$4,997.50	62-0000-0000-2700-5998-020-000	Unallocated Credit Card Expense	CC Purchases 11/18821 - 12/17/21	<b>\$4,997.50</b>
2475	12/29/2021	Green Flash Pest Control	Cleared	\$119.00	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Monthly Pest Control	<b>\$119.00</b>
2479	12/29/2021	Mutual of Omaha	Cleared	\$4,343.45	62-0000-1110-1000-3403-020-000	Health & Welfare Benefits	January 2022 Premium	<b>\$4,343.45</b>
2480	12/29/2021	National Benefit Services, LLC	Outstanding	\$13,452.83	62-0000-0000-0000-9660-020-000	Voluntary Deductions	For Bella Mente School	<b>\$13,452.83</b>
2471	12/29/2021	CINTAS CORPORATION	Cleared	\$97.14	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Active Scrapper, Mats, Work Pant	<b>\$48.57</b>
					62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Active Scrapper, Mats, Work Pant	<b>\$48.57</b>
2469	12/29/2021	SYNCB/AMAZON	Cleared	\$1,052.57	62-0000-1110-2100-4300-020-000	Materials and Supplies	Office Chair	<b>\$606.00</b>
					62-0000-1110-1000-4315-020-000	Classroom Materials and Supplies	Citric Acid	<b>\$338.30</b>
					62-0000-1110-1000-4315-020-000	Classroom Materials and Supplies	Hydrochloric Acid	<b>\$20.89</b>
					62-0000-1110-1000-4315-020-000	Classroom Materials and Supplies	Calcium Hydroxy	<b>\$22.46</b>
					62-0000-1110-2100-4300-020-000	Materials and Supplies	American Flag	<b>\$64.92</b>
2470	12/29/2021	Charter School Management Corporation	Outstanding	\$13,916.67	62-0000-0000-7300-5873-020-000	Financial Services	January 2022 BBO, Payroll, SIS,CALPADS, Attendance Support	<b>\$13,916.67</b>

## Bella Mente

Check Register 12/1/2021 through 12/31/2021

2478	12/29/2021	Jason Simmons	Outstanding	\$420.00	62-0000-1110-1000-5810-020-000	Educational Consultants	Ukulele Group Lesson 10/08 - 12/10/21	\$420.00
2473	12/29/2021	Department of Justice	Cleared	\$147.00	62-0000-0000-7400-5874-020-000	Personnel Services	November 2021 - Fingerprinting	\$147.00
2474	12/29/2021	Gladys Espino	Outstanding	\$137.77	62-0000-1110-2100-4300-020-000	Materials and Supplies	REIMB: Water, Juice & Popcorn	\$137.77
2476	12/29/2021	The Home Depot Pro	Cleared	\$70.62	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Plumbing Repair	\$70.62
2477	12/29/2021	Johnson Controls Security Solutions	Cleared	\$1,834.72	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Recurring Services 01/01/22 - 03/31/22	\$962.58
					62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Recurring Service 01/01/22-03/31/21	\$872.14
2482	12/29/2021	Specialized Therapy Services, Inc.	Outstanding	\$1,685.00	62-6500-5760-1190-5810-020-000	Educational Consultants	SPED - Psych, Vision Itenerant - 11/30/21	\$1,685.00
2472	12/29/2021	Cross Country Education	Cleared	\$82.50	62-6500-5760-1190-5810-020-000	Educational Consultants	Program Administrator	\$82.50
2483	12/29/2021	Soliant	Cleared	\$5,880.00	62-6500-5760-1190-5810-020-000	Educational Consultants	12/12/21 School OT	\$2,040.00
					62-6500-5760-1190-5810-020-000	Educational Consultants	12/05/21 School OT	\$2,560.00
					62-6500-5760-1190-5810-020-000	Educational Consultants	09/26/21 School OT	\$1,280.00
2481	12/29/2021	Specialized Therapy Services, Inc.	Outstanding	\$385.00	62-6500-5760-1190-5810-020-000	Educational Consultants	SPED - Vision Itinerant Services - 10/31/21	\$385.00
Total Check Amount				\$137,742.01	Total GL Amount			\$137,742.01



**BELLA MENTE MONTESSORI  
DECEMBER 2021 INVOICE**

Date: January 5, 2022

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

To: Gladys Espino

Cost per breakfast:\$1.85

Cost per lunch: \$3.21

	PRICE	TOTAL MEALS	TOTAL AMOUNT DUE
<b>BELLA MENTE MONTESSORI SCHOOL</b>			
BELLA MENTE MONTESSORI SCHOOL-BREAKFAST	\$1.85	1266	\$2,342.10
BELLA MENTE MONTESSORI SCHOOL-LUNCH	\$3.21	2794	\$8,968.74
<b>Total</b>		<b>4060</b>	<b>\$11,310.84</b>

**Total Amount Due** **\$11,310.84**

Thank you,

**PLEASE MAIL PAYMENT TO:**

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

Please see attached spreadsheet for breakdown in numbers.



December 17<sup>th</sup>, 2021

Bella Mente Montessori Academy  
Gladys Espino  
1737 West Vista Way  
Vista, CA 92083

**Re: Service Fee Letter**

Dear Gladys,


As outlined in the Boonli Merchant Platform Terms of Use and the Boonli Merchant Payment Processing Terms of Use, as applicable, (collectively, the "**Agreement**") to which you (the "**Merchant**") are a party, this letter (the "**Service Fee Letter**") sets out the fee structure, billing scenarios, invoice procedures and co-branding policies applicable to you. This Service Fee Letter supplements and forms part of the Agreement. Capitalized words not otherwise defined in this Service Fee Letter have the meanings provided in the Agreement. In the event of any inconsistency between this Service Fee Letter and the terms of use of the Agreement, the Agreement shall prevail. Nothing in this letter shall limit the rights of Boonli in the Agreement.

In order to provide the Services in a manner that best fits the needs of the Merchant, please review your selected program as described in the attached Exhibit A - Service Options Exhibit:

**Option 5 Full-Service Turn-Key Program No Payment Processing**

Some of the options require Merchant to make additional selections in the attached Service Options Exhibit; please read them carefully and make the selections that apply. The billing, invoicing and settlement procedures set forth in this Service Fee Letter shall remain in effect for as long as the Agreement remains in effect. Boonli reserves the right to change the terms and conditions of this Service Fee Letter at any time upon 30 days written notice or as otherwise provided in the Agreement.

By signing below, Merchant is agreeing that this Service Fee Letter shall form part of the Agreement, together with the Option and other selections made in this letter.

Merchant Name:	<b>Boonli, LLC</b>
	Pamela Culores
Name: <i>Erin Feeley</i>	Name: <i>Pamela Culores</i>
Title: <i>Executive Director</i>	Title: Managing Partner
Date: <i>12/21/2021</i>	Date: 12/17/21

Once complete, please sign and send either via fax to 650-412-1645 or scan and email to [adminsupport@boonli.com](mailto:adminsupport@boonli.com). Thank you for your business.



### Option 5 Full-Service Turn-Key Program (No Payment Processing)

1. **Meal, Item Price and Content** – Merchant is responsible for calculating the point of sale meal or other item prices when and if applicable and all content that is presented to their Customers.
  - Definition of a meal or other item: entrée/combo/drink and/or side item and/or other item.

2. **Set-Up Includes**

- Create initial menu library and first month's menu for one location
- Additional locations billed at @\$75.00 per hour
- Registration Letter, Implementation review & training for one location
- Additional locations billed at @\$75.00 per hour
- Custom ***"Program Information"*** page

3. **Pricing** – Fee is billed monthly January to December based on tiers below. The definition of a transaction is a new, changed, or canceled order resulting in a unique Order ID. If transactions are processed greater than \$0, and additional fee of 7.5% will be assessed on those transactions.

# of monthly transactions for each location	Monthly Fee w/ Full Reporting Suite
0 to 500	\$95.00
501 to 1,000	\$120.00
1,001 to 2,000	\$145.00
2,001 to 3,000	\$170.00
3,001 to 4,000	\$195.00
4,001 to 5,000	\$220.00
5,001 to 6,000	\$245.00
6,001 to 7,000	\$270.00
Add \$25.00 per month for each additional 1,000 transactions	

4. **Monthly Settlement / Payment Procedures**

Boonli will charge a monthly fee per Location as noted above based on the transaction activity each month for each Merchant Location to the card on file.

- Monthly Fee is billed year around January to December.
- Late Fee: \$20.00 charge per month will be applied to all late payments.
- Card on file will be charged on or around the 5<sup>th</sup> of each month for the previous month.
- Decline Fee: \$20.00 charge will be applied for each attempt.

5. **Account Management**

- Merchant is responsible for processing all check payments to their bank account
- Merchant is responsible for the management of credits on file
- Merchant is responsible for all refunds to Customers when applicable

6. **Billing Terms:**

Merchant will be billed monthly to their credit card on file.



### Additional Service Terms for all Options

1. **Order Set-Up** (Check boxes, circle response or enter amount as applicable)
  - a) Payment Type - NONE
  - b) Free Student Meals Offered YES
2. **Cancellation Fees**  
**Set-Up:**  
Once the initial set-up meeting is complete and Boonli has begun the on-site set up, if Merchant terminates the Agreement within the first three months thereof, Boonli reserves the right to bill Merchant at an hourly rate of \$75.00 for all set-up work performed.
4. **Cancellation Fees Once service has begun (all other options)**  
  
Cancellation of the Boonli Services requires 30-day notice. If the required notice is not given, Boonli reserves the right to bill Merchant the monthly fee per location in the platform.
3. **Co-Brand Policies & Procedures:**  
Merchant will ensure that all references to online ordering will include the Boonli's name as the provider of such services. This requirement includes all third-party websites where online ordering is promoted (c.g. catering company, restaurant, lunch planner, school websites).
4. **Tax Procedures** (when applicable)  
Merchant acknowledges and agrees that it is solely responsible for providing the correct percentage for all applicable taxes. Boonli is not responsible for the accuracy of the tax percentages entered into its system or for any tax related reimbursement requirements. Merchant acknowledges that it is solely responsible for remitting all taxes to the relevant taxing authorities and agrees to indemnify and hold Boonli harmless from any claims, liabilities, costs and expenses (including, without limitation, attorneys' and accountants' fees) from any such taxing authorities. **Tax Percentage: n/a**
5. **Add On Options**
  - Reporting Upgrade: YES - \$10.00 per month, per location
  - Logo Fee per Month: NO - \$10.00 per month
  - Image Replacement: NO - \$25.00 per image
  - Wallet: NO - \$10.00 per month
6. **Professional Service Fees billed @\$75.00 per hour** (when applicable will be added to Merchant's monthly invoice)
  - Mass Credits
  - Additional set-up requirements over 1 hour
  - Program Info page updates
  - Menu Library Management – YES/NO
  - Support related to program changes after initial set-up



## Selected Program Overview

Flexible solutions to fit your schools' needs

Includes		Option 2	Option 3	Option 4	Option 5
Merchant Account	Boonli Merchant Acct	None	Custom Merchant Acct	Custom Merchant Acct	None
Choose Forms of Payment to Accept	Debit Card, Visa, MasterCard, Discover, Paper Check, Cash	Paper Check, Cash	Debit Card, Visa, MasterCard, American Express, Discover, Paper Check or ACH, Cash	Debit Card, Visa, MasterCard, American Express, Discover, Paper Check or ACH, Cash	N/A
Service Level	Full Service	Full Service	Full Service	Limited	Full Service
Site Set-up †	✓	✓	✓	✓	✓
Custom URL (optional)	✓	✓	✓	✓	✓
PRO Reporting Package	Fee†††	Fee†††	Fee†††	Fee†††	Fee†††
PLUS Reporting Package	✓	✓	✓		✓
BASIC Reporting Package				✓	
Training for Administrators Site ††	✓	✓	✓	✓	✓
Administrative Support	✓	✓	✓	Fee†††	✓
Administrative Help Section	✓	✓	✓	✓	✓
User Technical Support	✓	✓	✓		✓
User Help Section	✓	✓	✓		✓

† Includes site set up for one school.

†† 2 - 30-Minute training session. Additional training is available.

††† Pay-as-you-go Administrative Support after rollout

†††† PRO Reporting Package

**Wilkinson Hadley King & Co. LLP**

218 W. Douglas Ave  
El Cajon, CA 92020  
(619) 447-6700



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**INVOICE**

**Bella Mente Montessori Academy**  
1737 West Vista Way  
Vista, CA 92083

Invoice Date: Nov-02-2021  
Invoice Number: 29100  
Payment Terms: *Upon Receipt*

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*Summary of Services:*

<u>Description</u>	<u>Amount</u>
Progress Bill for 2020-21 Audit	\$ 3,400.00
<b>Total Services:</b>	<u>\$ 3,400.00</u>
<b>Invoice Amount Due:</b>	<u><u>\$ 3,400.00</u></u>

**Agreement for professional services**  
**Campus Safety Alliance**  
**and**  
**Bella Mente Montessori Academy**

**1. Parties and Date**

This Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of January, 2022, by and between the Bella Mente Montessori Academy ("School") and Campus Safety Alliance ("Consultant"), an Emergency Management Consulting Firm (collectively referred to as the "Parties" and each individually as "Party").

**2. Recitals**

**2.1 Consultant**

Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services required by the School and is familiar with the plans of School.

**2.2 Project**

School desires to engage Consultant to render Emergency Management Consultation and Training Services (the "Project").

**3. Terms**

**3.1 Scope of Services, and Qualifications.**

**(a) General Scope of Services**

Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.2 Term**

The term of this Agreement shall be from January, 2022 until March 31, 2023, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in Exhibit "A" shall remain the same.

**3.3 Responsibilities of Consultant**

**(a) Control and Payment of Consultants and its Subordinates**

School retains Consultant on an independent contractor basis and Consultant is not an employee of School. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

**(b) Conformance to Applicable Requirements**

All work prepared by Consultant is subject to the approval of School and any and all applicable regulatory State agencies, and shall be the property of School.

**(c) Reports**

Consultant shall provide up to five (5) copies of all reports required to be submitted to applicable regulatory State agencies to School, whether or not such reports must be submitted to the School.

**(d) Coordination of Services**

Consultant agrees to work closely with School staff in the performance of Services and shall be available to School's staff, consultants and other staff at all reasonable times.

**(e) Standard of Care**

Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by School to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to School, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

**(f) Laws and Regulations**

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services

### **(g) Insurance**

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to School that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to School that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(iii) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage; (2) Workers' Compensation and Employers' Liability. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance and (3) Professional Liability: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors.

(iv) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement location or the general aggregate limit shall be twice the required occurrence limit; (2) Automobile Liability. \$1,000,000 per accident for bodily injury and property damage;

(v) Workers' Compensation and Employer's Liability. Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease;

(vi) Professional Liability: Not less than \$1,000,000 per claim \$2,000,000 aggregate.

### **3.4 Insurance Endorsements**

The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the School to add the following provisions to the insurance policies:

**(a) General Liability** The general liability policy shall be endorsed to state that:

(i) the School, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and

(ii) the insurance coverage shall be primary insurance as respects the School, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the School, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

**(b) Workers' Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the School, its directors, Officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

**(c) Professional Liability**

Consultant and its sub consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

**(d) All Coverage**

Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to School; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to School, its directors, officials, officers, employees, agents and volunteers.

**(e) Separation of Insureds**

No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the School, its directors, officials, officers, employees, agents and volunteers.

**(f) Acceptability of Insurers**

With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the School.

**(g) Verification of Coverage**

Consultant shall furnish School with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to School. The certificates

and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by School if requested. School reserves the right to require complete, certified copies of all required insurance policies, at any time.

**(h) Consultant shall** execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed.

### **3.5 Fees and Payments**

#### **(a) Compensation**

Consultant shall receive compensation for all Services rendered under this Agreement at the rates and scheduled as set forth in Exhibit "B" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement,

#### **(b) Reimbursement of Expenses**

Consultant shall be reimbursed for any reasonable and necessary expenses necessary to the completion of this agreement and authorized in writing by School.

#### **(c) Payment of Compensation**

School shall pay Consultant prior to beginning work on any phase of the project as depicted in Exhibit "B".

#### **(d) Extra Work**

At any time during the term of this Agreement, School may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by School to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from School.

### **3.6 Maintenance of Accounting Records**

Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of School during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

## **General Provisions**

### **4 Termination of Agreement**

#### **4.1 Grounds for Termination**

School may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to School, and Consultant shall be entitled to no further compensation.

#### **4.2 Effect of Termination**

If this Agreement is terminated as provided in this Section, School may require Consultant to provide all finished or unfinished documents, data, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within forty-five (45) days of the request.

#### **4.3 Additional Services**

In the event this Agreement is terminated in whole or in part as provided herein, School may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

#### **4.4 Delivery of Notices**

All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

#### **CONSULTANT:**

**Campus Safety Alliance  
Attn: Morgan R. Ballis  
121 Spruce Way  
Hailey, ID 83333**

#### **SCHOOL:**

**Bella Mente Montessori Academy  
Attn: Erin Freeley  
1737 W Vista Way,  
Vista, CA 92083,**

Such notice shall be deemed made when personally delivered or when mailed, seventy-two (72) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### **4.5 Mediation**

Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

#### **4.6 Ownership of Materials and Confidentiality**

(a) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the School, except that Consultant shall have the right to retain copies of all such documents and data for its records. School shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at School's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(b) All such materials and data shall be provided to the School, or such other agency or entity as directed by School or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by School. Should School wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the School within seventy-two (72) hours of its request.

#### **4.7 Attorney's Fees**

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

#### **4.8 Entire Agreement**

This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

#### **4.9 Governing Law**

This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of San Diego, State of California.

#### **(a.) Successors and Assigns**

This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of School.

**(b.) Amendments**

This Agreement may not be amended except by a writing signed by the School and Consultant.

**(c.) Severability**

If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

**(d.) Interpreting Agreement**

In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

**(e) Conflict of Interest**

For the term of this Agreement, no member, officer or employee of School, during the term of his or her service with School, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

## **5 Equal Opportunity Employment**

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such nondiscrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

## **6 Fingerprinting Requirements**

Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the School's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must

provide for the completion of a Fingerprint Certification form, in the School's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the School's pupils.

**7 Drug/Tobacco Free Facilities.**

All School facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of School facilities.

**8 Exhibits and Recitals.**

All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

**9 Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

**Bella Mente Montessori Academy    Campus Safety Alliance**

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Morgan R. Ballis  
Printed Name

Title:

Title: CEO

**GOVERNING BOARD APPROVED ON**

\_\_\_\_\_  
Date

## **Exhibit A: Scope of Services**

### **2022/2023 Annual Training & CA Comprehensive School Safety Plan (CSSP)**

Campus Safety Alliance will lead a half day training session for Shelter in Place, Secure Campus, Lockdown, and Active Assailant protocols. This training will be a combination of presentations, discussions, and demonstrations.

Campus Safety Alliance shall work directly with Bella Mente Montessori Academy's School Site Council (SSC) in revising and updating the 2021 CSSP in alignment with California Education Code, sections 32280–32289. The CSSP must be reviewed, updated, and approved by March 1, every year, as mandated in California Education Code 32286. Campus Safety Alliance will also be available to present the proposed CSSP to a public board meeting, at the school, as mandated by California Education Code 32286 (b)(1)

Campus Safety Alliance will coordinate site visits with local law enforcement and fire fighter agencies in order to collaborate with local partners and share safety plans in accordance with CA Education Code Section 32281(b)(3)

Campus Safety Alliance will ensure all policies, procedures, emergency folders, and related material are aligned to the approved CSSP where appropriate. Recommendations on changes to policies, procedures, emergency folders, and related material will be submitted no later than March 1, 2023.

.

## Exhibit B: Fee Schedule

Fee Schedule	
Fee (170/hr)	Estimated Total
2021 Refresher Training (1 hr)	170.00
2022/2023 Annual Safety Training (20 hrs)	3,400.00
2023 CA CCSP Revision & Policy Alignment (16 hrs)	2,720.00
Travel Expenses	850.00
<b>Total Cost: \$7,140.00</b>	

\* 166-100-56-00 2022004174

**PUBLIC SCHOOL EXEMPTION**

BAN 7430062260

PROPERTY USED EXCLUSIVELY BY A PUBLIC SCHOOL,  
COMMUNITY COLLEGE, STATE COLLEGE, STATE UNIVERSITY,  
OR UNIVERSITY OF CALIFORNIA

ERNEST J. DRONENBURG, JR., ASSESSOR  
INSTITUTIONAL EXEMPTIONS  
1600 PACIFIC HIGHWAY, SUITE 103  
SAN DIEGO, CA 92101  
TELEPHONE: (619) 531-5763

**FISCAL YEAR OF CLAIM 2022-2023.** (see instructions)

## NAME AND MAILING ADDRESS

(Make necessary corrections to the printed name and mailing address)

BELLA MENTE CHARTER SCHOOL  
1737 W VISTA WAY  
VISTA, CA 92083

A claimant must complete and file this form  
with the Assessor by February 15.

**IDENTIFICATION OF APPLICANT**

NAME OF SCHOOL DISTRICT, ORGANIZATION, ETC.

BELLA MENTE CHARTER SCHOOL

MAILING ADDRESS

1737 W. VISTA WAY

CITY, STATE, ZIP CODE

VISTA, CA 92083

CORPORATE ID (IF ANY)

CALIFORNIA CORP NO. C3406023; FEDERAL EIN 45-3307047

**IDENTIFICATION OF PROPERTY**

NAME OF SCHOOL

BELLA MENTE CHARTER SCHOOL

ADDRESS OF PROPERTY (NUMBER AND STREET)

1737 W VISTA WAY.

CITY, COUNTY, ZIP CODE

VISTA, CA

ASSESSOR'S PARCEL NUMBER

166-100-56-00, 166-100-42-00, 166-100-57-00, 166-100-62-00

**USE OF PROPERTY**

☒ Check the type of qualifying exclusive use of the property

☒ PUBLIC SCHOOL☐ STATE UNIVERSITY☐ STATE COLLEGE☐ COMMUNITY COLLEGE☐ UNIVERSITY OF CALIFORNIA**IDENTIFICATION OF REAL PROPERTY OWNER**

NAME OF OWNER

BELLA MENTE HOLDINGS, LLC

MAILING ADDRESS

1737 W. VISTA WAY

CITY, STATE, ZIP CODE

VISTA, CA 92083

☒ Yes ☐ No A copy of the lease agreement is attached.

DATE LEASE SIGNED

06/28/2018

COMMENCEMENT DATE OF LEASE

07/27/2018

☒ Yes ☐ No The lease confers upon the lessee the exclusive right to possess and use the property.

☐ Yes ☒ No The property, or a portion thereof, is a student bookstore that generates unrelated business taxable income as defined in section 512 of the Internal Revenue Code.

If Yes, a copy of the institution's most recent tax return filed with the Internal Revenue Service must accompany this affidavit.  
Property taxes are determined by establishing a ratio of the unrelated business taxable income to the bookstore's gross income.

**Important:** Failure to submit this affidavit will result in denial of the exemption. This claim only applies when lessees are public schools, community colleges, state colleges, state universities or the University of California. Submission of this claim after the due date will result in a portion of the exemption being denied.

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION

LEASED PROPERTY AS OF JANUARY 1	NAME AND ADDRESS OF PROPERTY OWNER (if different than the owner identified on page 1)
<input checked="" type="checkbox"/> Land (Legal description or map book, page and parcel number)  APNs 166-100-42-00; 166-100-56-00; 166-100-57-00, 166-100-62-00	
<input checked="" type="checkbox"/> Buildings and Improvements  A 9,327 sq ft and 41,480 sq ft building	
<input type="checkbox"/> Personal Property (Describe by type, make, model and serial number. If there are numerous properties, please attach a list that clearly identifies the property and the name and address of the lessor.)	

### CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF PERSON MAKING CLAIM ▶	DATE 01/06/2022
NAME OF PERSON MAKING CLAIM Erin Feeley	TITLE Executive Director
EMAIL ADDRESS efeeley@bellamentecharter.org	DAYTIME TELEPHONE ( 760 ) 621-8931

### INSTRUCTIONS FOR FILING

This affidavit is required under section 3(d) of Article XIII of the Constitution of the State of California and the provisions of sections 202, 202.2, 202.5, 202.6, 251, 254, 255, 259.10, 260, and 270 of the Revenue and Taxation Code.

#### IMPORTANT NOTICE

A qualifying institution is one whose property is used exclusively for public schools, community colleges, state colleges, state universities, and University of California. It may include off-campus facilities owned or leased by an apprenticeship program sponsor, if such facilities are used exclusively by the public school for classes of related and supplemental instruction for apprentices or trainees conducted by the public school.

It is not necessary for the lessor to also file the Lessors' Exemption Claim for the property listed. The benefit of a property tax exemption must inure to the lessee institution; the lessee may be entitled to claim a refund of taxes paid by the lessor. (See section 202.2 of the Revenue and Taxation Code.)

Include the terms of the agreement by which the public school obtained the use of real or personal property. When the agreement is in writing, a copy of the document must accompany this claim form.

#### FILING OF AFFIDAVIT

To receive the full exemption, this form must be filed with the Assessor by February 15. (Section 270 provides a partial exemption for late filing of the Public School Exemption.)

#### IDENTIFICATION OF APPLICANT

Identify the name of the school, district or organization seeking exemption on the property. Include the mailing address, and corporate identification number (if any).

#### IDENTIFICATION OF PROPERTY

Identify the location of the property of which you are seeking exemption; include the parcel number. A separate claim form must be filed for each location.

#### FISCAL YEAR

The fiscal year for which an exemption is sought must be entered correctly. The proper fiscal year follows the lien date (12:01 a.m., January 1) as of which the taxable or exempt status of the property is determined. For example, a person filing a timely claim in February 2022 would enter "2022-2023," on line four of the claim; a "2021-2022" entry on a claim filed in February 2022 would signify that a late claim was being filed for the preceding fiscal year.

#### USE OF PROPERTY

Please check the applicable box that best describes the type of qualifying use of the property identified on this claim form. Also check the type of property of which you are seeking exemption. Identify whether your organization, as the lessee of the property, has the exclusive right of possession and use of the property.

#### IDENTIFICATION OF OWNER

Identify owner of the property, include the mailing address. Indicate if a copy of the lease agreement is attached to the claim form and provide the date the lease was signed and the commencement date of the lease.

ERNEST J. DRONENBURG, JR., ASSESSOR  
 INSTITUTIONAL EXEMPTIONS  
 1600 PACIFIC HIGHWAY, SUITE 103  
 SAN DIEGO, CA 92101  
 TELEPHONE: (619) 531-5763

**LESSEES' EXEMPTION CLAIM**

Declaration of property information as of 12:01 a.m.,  
 January 1, 2022.

PROPERTY USED EXCLUSIVELY FOR PUBLIC SCHOOLS, COMMUNITY  
 COLLEGES, STATE COLLEGES, STATE UNIVERSITIES, OR  
 UNIVERSITY OF CALIFORNIA [Revenue and Taxation Code section 202(a)(3)]

## NAME AND MAILING ADDRESS

(Make necessary corrections to the printed name and mailing address)

BELLA MENTE CHARTER SCHOOL  
 1737 W. VISTA WAY  
 VISTA, CA 92083

To receive the full exemption, this claim must  
 be filed with the Assessor by February 15.

**IDENTIFICATION OF APPLICANT**

LESSEE'S CORPORATE OR ORGANIZATION NAME

BELLA MENTE CHARTER SCHOOL

MAILING ADDRESS

1737 W. VISTA WAY

CITY, STATE, ZIP CODE

VISTA, CA 92083

CORPORATE ID (IF ANY)

CALIFORNIA CORP NO. C3406023; FEDERAL EIN 45-3307047

**IDENTIFICATION OF PROPERTY**

ADDRESS OF PROPERTY (NUMBER AND STREET)

1737 W. VISTA WAY

CITY, COUNTY, ZIP CODE

VISTA, CA 92083

ASSESSOR'S PARCEL NUMBER

166-100-42-00, 56-00, 57-00, 62-00

**USE OF PROPERTY** Check and state the primary and incidental qualifying uses of the property.

The exemption claim is made for the following property: (if there are numerous properties, please attach a list that clearly identifies the  
 property and the name and address of the lessee)

PROPERTY TYPE	PRIMARY USE	INCIDENTAL USE
<input checked="" type="checkbox"/> Land	PUBLIC SCHOOL (CHARTER)	N/A
<input checked="" type="checkbox"/> Buildings and Improvements	PUBLIC SCHOOL (CHARTER)	N/A
<input type="checkbox"/> Personal Property		

☒ Yes ☐ No Does the lease/agreement confer upon the lessee the exclusive right to possession and use of the property?

☒ Yes ☐ No Is the claimant a lessee or operator of real or personal property owned by a public school, community college, state college,  
 state university, or University of California that is used exclusively for community college, state college, state university, or  
 University of California purposes?

☒ Yes ☐ No Does the claimant own personal property used at this property for public school purposes?

**Note:** If requested by the assessor, the claimant shall provide a copy of the lease or agreement.

**CERTIFICATION**

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any  
 accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF PERSON MAKING CLAIM



DATE

01/06/2022

NAME OF PERSON MAKING CLAIM

ERIN FEELEY

TITLE

Executive Director

E-MAIL ADDRESS

efeeley@bellamentecharter.org

DAYTIME TELEPHONE

(760 ) 621-8931

THIS DOCUMENT IS SUBJECT TO PUBLIC INSPECTION



BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII.1.

TO: Board of Directors

FROM: Executive Director

DATE: January 11, 2022

**SUBJECT: Review and Approve the 2020-2021 Audited Actuals completed by Wilkinson Hadley King & Co LLP presented by Kevin Sproul**

**ISSUE:** By December 15 of each year, per education code 47605(m) and 41020(h), a charter school's prior year audit is due to the chartering authority, COE, State Superintendent of Public Instruction and State Controller. Due to COVID 19, an extension was granted by the State of California.

**BACKGROUND:**

Charter schools in California are required to follow and adhere to generally accepted accounting principles (GAAP); failure to do so may result in revocation of a charter. Charter schools can process accounting transactions and prepare financial reports for unaudited and auditing purposes using either the nonprofit reporting method, or governmental accounting standards. The charter petition should state which method of reporting the charter school will use. California Code of Regulations (CCR), Title 5, section 15071 requires that charter schools follow the California School Accounting Manual (CSAM), issued by the CDE's School Fiscal Services Division. The CSAM provides guidance for school district and charter school accounting and is available from the CDE's website at [www.cde.ca.gov/fg/ac/sa](http://www.cde.ca.gov/fg/ac/sa). All charter school accounting personnel should be familiar with and have access to this manual.

Although their financial reports may be prepared using nonprofit reporting methods, charter schools are considered local government entities; therefore, the independent audit must be conducted based on governmental auditing standards and the provisions listed in the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel (EAAP) and available at [www.eaap.ca.gov](http://www.eaap.ca.gov).

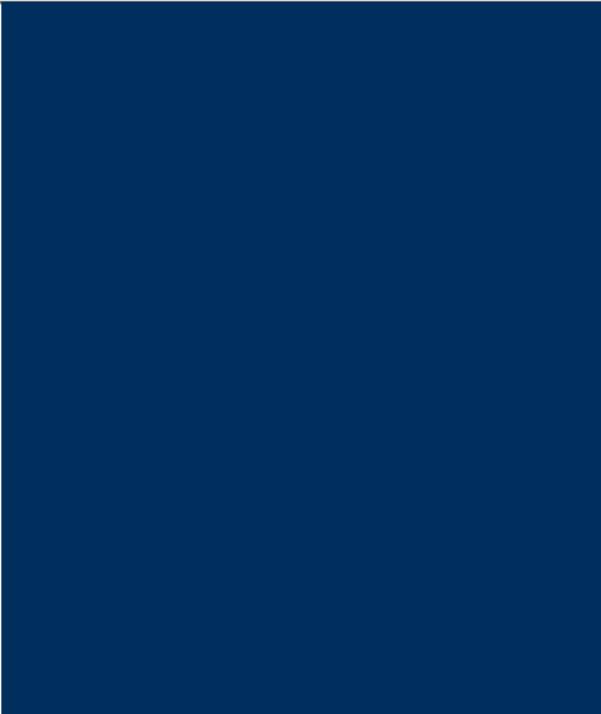
The independent auditor, Wilkinson Hadley King & Co LLP will formally present the charter school's annual financial statements to the governing board at this public board meeting.

**FISCAL IMPACT/ FUNDING SOURCE: N/A**

**RECOMMENDATION:** Approve the audited actuals as represented by Kevin Sproul of Wilkinson Hadley King & Co LLP.

Respectfully Submitted,

Erin Feeley  
Executive Director



Bella Mente  
Montessori Academy  
Charter School

Charter #1515

Audit Report

June 30, 2021



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## **Independent Auditor's Report**

To the Board of Trustees of  
Bella Mente Montessori Academy Charter School

### **Report on the Financial Statements**

We have audited the accompanying financial statements of Bella Mente Montessori Academy Charter School (the School), which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the School as of June 30, 2021, and the respective changes in financial position and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information, as required by the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

### **Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated January 15, 2022, on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.

El Cajon, California  
January 15, 2022

## Financial Statements

# Bella Mente Montessori Academy Charter School

## Consolidated Statement of Financial Position

June 30, 2021

### Assets

Cash and cash equivalents	\$ 5,901,494
Operating investments	988,878
Accounts receivable	1,888,953
Prepaid expenses	132,320
Other assets cost of issuance	768,045
Property and equipment, net	13,914,029
Total Assets	<u>\$ 23,593,719</u>

### Liabilities and Net Assets

#### Liabilities

Accounts payable vendors	\$ 42,051
Accounts payable grantor government	80,269
Accrued expenses and other liabilities	176,197
Unearned revenue	309,419
Bonds and notes payable	16,510,016
Total Liabilities	<u>17,117,952</u>

#### Net Assets

Without donor restrictions	
Undesignated	7,236,711
Invested in property and equipment, net of related debt	(793,047)
	<u>6,443,664</u>
With donor restrictions	
Restricted for state programs	32,103
	<u>32,103</u>
Total Net Assets	<u>6,475,767</u>
Total Liabilities and Net Assets	<u>\$ 23,593,719</u>

# Bella Mente Montessori Academy Charter School

## Consolidated Statement of Activities

Year Ended June 30, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
<b>Revenue, Support, and Gains</b>			
Local Control Funding Formula (LCFF) sources			
State aid	\$ 3,166,582	\$ -	\$ 3,166,582
Education protection account state aid	117,934	-	117,934
Transfers in lieu of property taxes	2,008,233	-	2,008,233
Total LCFF sources	<u>5,292,749</u>	<u>-</u>	<u>5,292,749</u>
Federal contracts and grants	-	720,187	720,187
State contracts and grants	238,597	1,077,665	1,316,262
Local contracts and grants	30,231	-	30,231
Donations	19,779	-	19,779
Rental income	25,039	-	25,039
Interest income	40,086	-	40,086
Net assets released from restriction -			
Grant restrictions satisfied	1,871,508	(1,871,508)	-
Total revenue, support, and gains	<u>7,517,989</u>	<u>(73,656)</u>	<u>7,444,333</u>
<b>Expenses and Losses</b>			
Program services expense	4,036,895	-	4,036,895
Supporting services expense	1,198,223	-	1,198,223
Total expenses and losses	<u>5,235,118</u>	<u>-</u>	<u>5,235,118</u>
<b>Change in Net Assets</b>	2,282,871	(73,656)	2,209,215
<b>Net Assets, Beginning of Year</b>	4,160,793	105,759	4,266,552
<b>Net Assets, End of Year</b>	<u>\$ 6,443,664</u>	<u>\$ 32,103</u>	<u>\$ 6,475,767</u>

# Bella Mente Montessori Academy Charter School

## Consolidated Statement of Functional Expenses

Year Ended June 30, 2021

	<u>Program Services</u>	<u>Supporting Services</u>	
	Educational	Management and	
	Programs	General	Total
Salaries and Wages	2,079,818	531,952	\$ 2,611,770
Other employee benefits	357,594	91,461	449,055
Payroll taxes	155,170	39,687	194,857
Fees for services:			
Management	-	218,518	218,518
Legal	-	41,721	41,721
Audit	-	10,625	10,625
Other fees - Professional consulting	24,916	118,104	143,020
Other fees - District oversight	-	52,968	52,968
Other fees - Banking and service charges	-	7,897	7,897
Advertising and promotion	17,960	-	17,960
Office expenses	28,409	-	28,409
Information technology	33,208	-	33,208
Royalties	26,823	-	26,823
Occupancy	62,892	-	62,892
Travel	245	-	245
Conferences, conventions, and meetings	13,522	-	13,522
Debt service interest	360,557	-	360,557
Depreciation	392,959	-	392,959
Insurance	-	74,191	74,191
Other expenses:			
Books and supplies	462,988	-	462,988
Equipment rental and repair	9,555	-	9,555
Student events	10,279	-	10,279
Dues and memberships	-	11,016	11,016
Miscellaneous	-	83	83
Total expenses by function	<u>4,036,895</u>	<u>1,198,223</u>	<u>5,235,118</u>

# Bella Mente Montessori Academy Charter School

## Consolidated Statement of Cash Flows

Year Ended June 30, 2021

### Cash Flows from Operating Activities

Receipts from federal, state, and local contracts and grants	\$ 5,126,047
Receipts from property taxes	2,008,233
Other cash receipts	84,904
Payments for salaries, benefits and payroll taxes	(3,276,686)
Payments to vendors	(1,715,420)

**Net Cash Used For Operating Activities** 2,227,078

### Cash Flows from Investing Activities

Sale of operating investments	182,001
Purchases of property and equipment	(2,395)

**Net Cash From Investing Activities** 179,606

### Cash Flows from Financing Activities

Payments on bonds	(264,990)
Interest paid	(360,557)

**Net Cash used in Financing Activities** (625,547)

**Net Change in Cash and Cash Equivalents** 1,781,137

**Cash and Cash Equivalents, Beginning of Year** 4,120,357

**Cash and Cash Equivalents, End of Year** \$ 5,901,494

### Reconciliation of Change in Net Assets to Net Cash

#### Used For Operating Activities

Change in net assets	\$ 2,209,215
Depreciation	392,959
Interest paid	360,557

Adjustments to reconcile change in net assets to net cash:

(Increase) Decrease in assets	
Accounts receivable	(543,367)
Prepaid expenses	(56,892)
Other assets cost of issuance	26,823
Increase (Decrease) in liabilities	
Accounts payable vendors	(459,431)
Accounts payable grantor government	8,799
Accrued expenses and other liabilities	(21,004)
Unearned revenue	309,419

**Net Cash Used For Operating Activities** \$ 2,227,078

# Bella Mente Montessori Academy Charter School

## Notes to the Consolidated Financial Statements

Year Ended June 30, 2021

---

### A. Principal Activity and Summary of Significant Accounting Policies

#### *Organization Structure*

Bella Mente Montessori Academy (the School) was formed on September 9, 2011 as a charter school pursuant to California Education Code §47600 under a charter agreement with Vista Unified School District (the District). The school became a nonprofit public benefit corporation on September 9, 2011. The charter agreement was approved by Vista Unified School District and submitted to the California Board of Education in May 2013. The school began operations on September 3, 2013.

Bella Mente Montessori is a tuition-free, TK-8 Charter school in Vista. Bella Mente is proud to offer a quality Montessori education with classroom limited to a 1:28 teacher/student ratio. An educational atmosphere is provided that encourages socioeconomic diversity by providing all students with the opportunity to obtain a quality public education via Montessori and project based learning philosophies. The School strives to foster forward thinking students prepared with 21<sup>st</sup> century skills while enriching and nurturing the whole child.

BM Holdings LLC was created in 2018 in order to finance the purchase of the building the school resides in.

#### *Basis of Consolidation*

The accompanying consolidated financial statements include accounts of Bella Mente Montessori Academy and its related entity, BM Holdings LLC. All significant intercompany accounts and transactions have been eliminated in consolidation. Management makes estimates and assumptions that affect the amounts reported in the financial statements and footnotes. Actual results could differ from those estimates.

#### *Basis of Accounting*

The financial statements were prepared in accordance with accounting principles generally accepted in the United States of America as applicable to not-for-profit organizations. The School uses the accrual basis of accounting, under which revenues are recognized when they are earned, and expenditures are recognized in the accounting period in which the liability is incurred.

#### *Cash and Cash Equivalents*

The School considers all cash and highly liquid financial instruments with original maturities of three months or less, which are neither held for nor restricted by donors for long-term purposes, to be cash and cash equivalents.

#### *Accounts Receivable*

Accounts receivables consist primarily of noninterest-bearing amounts due to the School for federal, state, and local grants and contracts receivable. The amounts in accounts receivable are considered fully collectable and as such there has not been an allowance for uncollectable accounts or discount established for the School.

# **Bella Mente Montessori Academy Charter School**

## **Notes to the Consolidated Financial Statements (Continued)**

**Year Ended June 30, 2021**

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### *Property and Equipment*

The School records property and equipment additions over \$5,000 at cost, or if donated, at fair value on the date of donation. Depreciation and amortization are computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 30 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation or amortization are removed from the accounts, and any resulting gain or loss is included in the statements of activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed in the current period.

The School reviews the carrying values of property and equipment for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment during the year ended June 30, 2021.

### *Investments*

The School records investment purchases at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values on the statement of financial position. Net investment return/(loss) is reported in the statement of activities and consists of interest and dividend income, realized and unrealized capital gains and losses, less external and direct internal investment expenses.

### *Net Assets*

Net assets, revenues, gains and losses are classified based on the existence or absence of donor or grantor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Net Assets Without Donor Restrictions* – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

*Net Assets With Donor Restrictions* – Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

# **Bella Mente Montessori Academy Charter School**

## **Notes to the Consolidated Financial Statements (Continued)**

**Year Ended June 30, 2021**

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### *Revenue and Revenue Recognition*

The School recognizes revenue from sales when the products are transferred and services are provided. The School records special events revenue equal to the cost of direct benefits to donors, and contribution revenue for the difference. Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Some federal, state, and local contracts and grants are conditioned upon certain performance requirements and the incurrence of allowable qualifying expense. In such cases the revenue is recognized once all performance requirements have been met.

### *Donated Services and In-Kind Contributions*

Volunteers contribute significant amounts of time to our program services, administration, and fundraising and developing activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by generally accepted accounting principles.

### *Advertising*

Advertising costs are expensed as incurred and approximated \$17,960 during the year ended June 30, 2021.

### *Functional Allocation of Expenses*

The costs of program and supporting services activities have been summarized on a functional bases in the statement of activities. The statement of functional expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the program and supporting services benefited.

### *Income Taxes*

The School is a 509(a)(1) publicly supported non-profit organization that is exempt from income taxes under Sections 501(a) and 501(c)(3) of the Internal Revenue Code. The School is also exempt from California franchise or income tax under Section 23701d of the California Revenue and Taxation Code. The School may be subject to tax on income which is not related to its exempt purpose. For the year ended June 30, 2021, no such unrelated business income was reported and, therefore, no provision for income taxes has been made.

The School follows provisions of uncertain tax positions as addressed in ASC 958. The School recognizes accrued interest and penalties associated with uncertain tax positions as part of the income tax provision, when applicable. There are no amounts accrued in the financial statements related to uncertain tax positions for the year ended June 30, 2021.

### *Estimates*

The preparation of financial statements in conformity with generally accepted accounting principles requires the School to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates, and those differences could be material.

# Bella Mente Montessori Academy Charter School

## Notes to the Consolidated Financial Statements (Continued)

Year Ended June 30, 2021

### *Financial Instruments and Credit Risk*

The School manages deposit concentration risk by placing cash, money market accounts, and certificates of deposit with financial institutions believed by the School to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, the School has not experienced losses in any of these accounts. Credit risk associated with contributions receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from government agencies.

### *LCFF Revenues and Payments in Lieu of Property Taxes*

The School's primary funding source is a combination of local property taxes and state revenues. The California Department of Education computes the local control funding formula (LCFF) on statewide charter school rates multiplied by the schools' average daily attendance (ADA) as reported at the second principal apportionment period (P2). The result is then reduced by property tax revenues transferred from the District to the school, which is funding in lieu of property taxes, and education protection account funds paid by the state under proposition 30. The remaining balance is paid from the state general fund, in the form of LCFF State Aid. LCFF funding sources, inclusive of state and local sources, made up 71.10% of the School's revenue.

The School is not at risk of losing these funding sources, as long as the schools maintain a steady level of ADA, as these funding sources are mandated by the California State Constitution to fund schools.

### *New Accounting Guidance*

The Financial Accounting Standards Board (FASB) issues accounting standards updates and additional guidance for not-for-profit and for-profit agencies to establish consistent accounting across all organizations in the United States. The following table represents items that have been issued by FASB that became effective in the 2020-21 fiscal year:

Description	Date Issued
FASB Accounting Standards Update 2017-11 - <i>Earnings Per Share (Topic 260)</i>	Jan-18
FASB Accounting Standards Update 2017-11 - <i>Distinguishing Liabilities from Equity (Topic 480)</i>	Jan-18
FASB Accounting Standards Update 2017-11 - <i>Derivatives and Hedging (Topic 815)</i>	Jan-18
FASB Accounting Standards Update 2019-05 - <i>Financial Instruments, Credit Losses (Topic 326)</i>	May-19
FASB Accounting Standards Update 2019-11 - <i>Codification Improvements to Financial Instruments, Credit Losses (Topic 326)</i>	Nov-19
FASB Accounting Standards Update 2020-03 - <i>Codification Improvements to Financial Instruments</i>	Mar-20
FASB Accounting Standards Update 2020-04 - <i>Reference Rate Reform (Topic 848)</i>	Mar-20
FASB Accounting Standards Update 2021-01 - <i>Reference Rate Reform (Topic 848)</i>	Jan-21
FASB Accounting Standards Update 2021-03 - <i>Intangibles Goodwill and Other (Topic 350)</i>	Mar-21

# Bella Mente Montessori Academy Charter School

Notes to the Consolidated Financial Statements (Continued)

Year Ended June 30, 2021

These updates were issued to provide clarification and simplification in accounting for certain transactions. In addition, they provide for additional note disclosures to create transparency involving these transactions. The School has adopted provisions of effective Accounting Standards Updates. The implementation of these items did not result in a change to financial presentation for the School.

## *Subsequent Events*

In preparing these financial statements, the School has evaluated events and transactions for potential recognition or disclosure through January 15, 2022, the date the financial statements were available to be issued.

## **B. Liquidity and Availability**

The School's financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

Cash and cash equivalents	\$ 5,901,494
Operating investments	988,878
Accounts receivable	1,888,953
Prepaid expenses	<u>132,320</u>
	<u>\$ 8,911,645</u>

## **C. Cash and Cash Equivalents**

The School's cash and cash equivalents on June 30, 2021, consisted of the following:

	Bella Mente Charter School	BM Holdings LLC	Total
Cash in county treasury	\$ 4,730,307	\$ -	\$ 4,730,307
Cash in bank accounts	988,879	-	988,879
Investments	-	1,170,879	1,170,879
Total cash and investments	<u>\$ 5,719,186</u>	<u>\$ 1,170,879</u>	<u>\$ 6,890,065</u>

## *Cash in County Treasury*

The School is a voluntary participant and therefore maintains a portion of its cash in the San Diego County Treasury as part of the common investment pool (\$4,730,307 as of June 30, 2021). The County Treasury is restricted by Government Code §53635 pursuant to §53601 to invest in time deposits, U.S. Government Securities, state registered warrants, notes or bonds, State Treasurer's investment pool, banker's acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse agreements.

The fair value of the School's investment in this pool is reported in the accompanying financial statements at amounts based upon the School's pro-rata share of the fair value provided by the County Treasury for the entire County Treasury portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by the County Treasury, which are recorded on an amortized cost basis. Cash may be added or withdrawn from the investment pool without limitation.

# Bella Mente Montessori Academy Charter School

## Notes to the Consolidated Financial Statements (Continued)

Year Ended June 30, 2021

### *Cash Equivalents and Investments*

The School maintains a portion of their funds in short term investments, money market funds and mutual funds (\$1,170,879 as of June 30, 2021). These cash equivalents consist of United States Government Money Market Funds. These funds are not FDIC insured and are therefore exposed to custodial credit risk. The School does not anticipate any losses as a result of this risk. Cash may be added or withdrawn from the money market accounts without limitation.

### *Cash in Bank*

The remainder of the School's cash, \$988,879, is held in financial institutions which are insured by the Federal Deposit Insurance School (FDIC) up to a limit of \$250,000 per depositor. As of June 30, 2021, the School held \$738,879 in excess of the FDIC insured amounts. The School reduces its exposure to risk by maintaining such deposits with high quality financial institutions. The School has not experienced any losses in such accounts and believe it is not exposed to any significant credit risk.

### **D. Accounts Receivable**

As of June 30, 2021, The School's accounts receivable consisted of the following:

	Bella Mente Charter School
Federal Government	
Covid 19 Programs	\$ 13,744
Child Nutrition	25,209
Special Education	96,363
Other Federal Programs	7,752
State Government	
Special Education	125,917
LCFF Revenue	1,042,896
Lottery Funding	40,640
SB740	306,517
Other State Programs	2,186
Local Government	
Property tax payments	216,907
Other Local Sources	
Interest	8,427
Other local sources	2,395
Total Accounts Receivable	<u>\$ 1,888,953</u>

### **E. Prepaid Expenses**

As of June 30, 2021, the School's prepaid expenses consisted of the following:

	Bella Mente Charter School
Service contracts	\$ 80,326
Insurance	51,994
Total Accounts Payable	<u>\$ 132,320</u>

## Bella Mente Montessori Academy Charter School

Notes to the Consolidated Financial Statements (Continued)

Year Ended June 30, 2021

### F. Property and Equipment

Property and equipment for the School consisted of the following at June 30, 2021:

	Beginning Balance	Additions	Deletions	Ending Balance
Non-Depreciable Capital Assets				
Land	\$ 3,352,414	\$ -	\$ -	\$ 3,352,414
Total Non-Depreciable Capital Assets	3,352,414	-	-	3,352,414
Depreciable Capital Assets				
Buildings and Improvements	11,730,396	-	-	11,730,396
Equipment, Furniture, and Fixtures	68,569	2,395	10,493	60,471
Total Depreciable Capital Assets	11,798,965	2,395	10,493	11,790,867
Total Capital Assets	15,151,379	2,395	10,493	15,143,281
Less Accumulated Depreciation	(846,786)	(392,959)	(10,493)	(1,229,252)
Capital Assets, Net	14,304,593	(390,564)	-	13,914,029

### G. Accounts Payable

As of June 30, 2021, accounts payable consisted of the following:

	Bella Mente Charter School
Vendors	\$ 42,051
Total Accounts Payable	\$ 42,051

### H. Accounts Payable Grantor Government

As of June 30, 2021, accounts payable grantor government consisted of the following:

	Bella Mente Charter School
Vista Unified School District	\$ 52,968
LCFF Payable	12,016
Property Taxes Payable	15,285
Total Accounts Payable Grantor Governments	\$ 80,269

### I. Accrued Expenses and Other Liabilities

As of June 30, 2021, accrued expenses and other liabilities consisted of the following:

	Bella Mente Charter School
Salaries & benefits payable	\$ 176,197
Total Accrued Expenses and Other Liabilities	\$ 176,197

# Bella Mente Montessori Academy Charter School

Notes to the Consolidated Financial Statements (Continued)

Year Ended June 30, 2021

## J. Unearned Revenue

As of June 30, 2021, unearned revenue consisted of the following:

Unearned Revenue, beginning of period	\$	-
Increases in deferred revenue due to cash received during the period		309,419
Decreases in deferred revenue due to performance obligations met during the period		-
Unearned Revenue, end of period	\$	<u>309,419</u>

## K. Bonds Payable

On July 1, 2018, the California Municipal Financing Authority (the Authority) issued \$15,485,000 of Series A 2018 Charter School Lease Revenue Bonds and \$485,000 of Series B 2018 Charter School Lease Revenue Bonds (the Bonds). The Bonds are 30-year serial bonds maturing on July 1, 2048, with Series A rates being 5.00% and Series B rates being 5.75%, provisions for optional and mandatory redemption sinking funds, and a provision for early redemption. Payment of principal and interest on the Bonds is guaranteed by a lease agreement, which provides the Authority with the rights and title to program revenues and is secured by the school building.

Bonds payable consist of the following at June 30, 2021:

Principal amount	\$	15,700,000
Plus unamortized premium		803,186
	\$	<u>16,503,186</u>

Future maturities of bonds payable are as follows:

Series A

Year Ending June 30,	Principal	Interest	Total
2022	\$ 35,000	\$ 771,625	\$ 806,625
2023	305,000	763,125	1,068,125
2024	320,000	747,500	1,067,500
2025	335,000	731,125	1,066,125
2026	350,000	714,000	1,064,000
2027-2031	1,995,000	3,286,125	5,281,125
2032-2036	2,585,000	2,716,875	5,301,875
2037-2041	3,305,000	1,983,625	5,288,625
2042-2046	4,220,000	1,048,250	5,268,250
2047-2048	2,000,000	101,250	2,101,250
	<u>\$ 15,450,000</u>	<u>\$ 12,863,500</u>	<u>\$ 28,313,500</u>

# Bella Mente Montessori Academy Charter School

Notes to the Consolidated Financial Statements (Continued)

Year Ended June 30, 2021

Series B

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	250,000	7,188	\$ 257,188
	<u>\$ 250,000</u>	<u>\$ 7,188</u>	<u>\$ 257,188</u>

## L. Leases

### *Related Party Capital Lease*

The School entered into a lease for its building from BM Holdings LLC, a related party, in 2018 after the building was purchased from the previous lessor. At the end of the lease the building will transfer ownership to the School.

Future minimum lease payments are as follows:

<u>Year Ended June 30</u>	<u>Capital Leases</u>
2022	1,072,198
2023	1,075,729
2024	1,075,417
2025	1,074,354
2026	1,072,958
2027-2031	5,331,021
2032-2036	5,366,562
2037-2041	5,371,230
2042-2046	5,370,666
2047-2048	2,061,667
Total minimum lease payments	28,871,802
Less amount representing interest	<u>(14,164,726)</u>
Capital lease obligation	<u>\$ 14,707,076</u>

# Bella Mente Montessori Academy Charter School

Notes to the Consolidated Financial Statements (Continued)

Year Ended June 30, 2021

## M. Restricted Net Assets

The School receives grants from federal and state agencies that are restricted for specific purposes. Once the restricted purpose has been fulfilled, the assets are released from restriction. During the 2020-21 fiscal year the School received the Expanded Learning Opportunities Grant which is a multi-year restricted grant. At June 30, 2021, net assets were restricted for the following purposes:

Restricted for state programs	
National School Lunch Program	32,103
	<u>32,103</u>
Total net assets with donor restrictions	<u>\$ 32,103</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose as follows for the year ended June 30, 2021

## N. Related Party Transactions

Related parties as defined by generally accepted accounting standards include:

1. Affiliates of the entity,
2. Management and members of their immediate families, or
3. Other parties that can significantly influence management or operating policies.

Bella Mente Montessori Academy Charter School and BM Holdings LLC, are affiliated through common executive management. The LLC holds part of the building and debt on it's books and facilitates the lease for the School.

The following represents material transactions between the affiliated organizations that occurred during the 2020-21 fiscal year:

<u>Transfer From</u>	<u>Transfer To</u>	<u>Amount</u>	<u>Purpose</u>
Bella Mente Montessori Charter School	BM Holdings LLC	\$ 848,604	Rent and Interest

# Bella Mente Montessori Academy Charter School

Notes to the Consolidated Financial Statements (Continued)

Year Ended June 30, 2021

## O. Upcoming Changes in Accounting Pronouncements

The Financial Accounting Standards Board (FASB) has issued the following Accounting Standards Updates (ASU) that become effective over the next few fiscal years:

Description	Date Issued	Fiscal Year Effective
FASB Accounting Standards Update 2016-02 - <i>Leases (Topic 842)</i>	Feb-16	2022-23
FASB Accounting Standards Update 2016-13 - <i>Credit Losses (Topic 326)</i>	Jun-16	2023-24
FASB Accounting Standards Update 2017-04 - <i>Intangibles, Goodwill &amp; Other (Topic 350)</i>	Jan-17	2023-24
FASB Accounting Standards Update 2017-12 - <i>Derivatives and Hedging (Topic 815)</i>	Aug-17	2021-22
FASB Accounting Standards Update 2018-01 - <i>Leases (Topic 842)</i>	Jan-18	2022-23
FASB Accounting Standards Update 2018-10 - <i>Codification Improvements to Topic 842 Leases</i>	Jul-18	2021-22
FASB Accounting Standards Update 2018-11 - <i>Leases Targeted Improvements (Topic 842)</i>	Jul-18	2022-23
FASB Accounting Standards Update 2018-12 - <i>Financial Services Insurance (Topic 944)</i>	Aug-18	2024-25
FASB Accounting Standards Update 2018-14 - <i>Compensation, Retirement Benefits - Defined Benefit Plans (Topic 715-20)</i>	Aug-18	2022-23
FASB Accounting Standards Update 2018-15 - <i>Intangibles, Goodwill and Other, Internal Use Software (Topic 350-40)</i>	Aug-18	2021-22
FASB Accounting Standards Update 2018-16 - <i>Derivatives and Hedging (Topic 815)</i>	Oct-18	2021-22
FASB Accounting Standards Update 2018-17 - <i>Consolidation (Topic 810)</i>	Oct-18	2021-22
FASB Accounting Standards Update 2018-18 - <i>Collaborative Arrangements (Topic 808)</i>	Nov-18	2021-22
FASB Accounting Standards Update 2018-19 - <i>Codification Improvements for Credit Losses (Topic 326)</i>	Nov-18	2023-24
FASB Accounting Standards Update 2018-20 - <i>Leases (Topic 842)</i>	Dec-18	2022-23
FASB Accounting Standards Update 2019-01 - <i>Leases (Topic 842)</i>	Mar-19	2022-23
FASB Accounting Standards Update 2019-02 - <i>Entertainment Film Costs (Topic 926-20)</i>	Mar-19	2021-22
FASB Accounting Standards Update 2019-09 - <i>Financial Services, Insurance (Topic 944)</i>	Nov-19	2024-25
FASB Accounting Standards Update 2019-10 - <i>Financial Instruments, Credit Losses</i>	Nov-19	2023-24

# Bella Mente Montessori Academy Charter School

## Notes to the Consolidated Financial Statements (Continued)

Year Ended June 30, 2021

Description	Date Issued	Fiscal Year Effective
FASB Accounting Standards Update 2019-10 - <i>Derivatives and Hedging (Topic 815)</i>	Nov-19	2021-22
FASB Accounting Standards Update 2019-12 - <i>Income Taxes (Topic 740)</i>	Dec-19	2022-23
FASB Accounting Standards Update 2020-01 - <i>Investments (Topics 321, 323, and 815)</i>	Jan-20	2022-23
FASB Accounting Standards Update 2020-05 - <i>Revenue from Contracts with Customers (Topic 606)</i>	Jun-20	2022-23
FASB Accounting Standards Update 2020-05 - <i>Leases (Topic 842)</i>	Jun-20	2022-23
FASB Accounting Standards Update 2020-06 - <i>Debt (Topic 470-20)</i>	Aug-20	2024-25
FASB Accounting Standards Update 2020-06 - <i>Derivatives and Hedging (Topic 815-40)</i>	Aug-20	2024-25
FASB Accounting Standards Update 2020-07 - <i>Not-For-Profit Entities (Topic 958)</i>	Sep-20	2021-22
FASB Accounting Standards Update 2020-08 - <i>Codification Improvements for Receivables (Topic 310-20)</i>	Oct-20	2022-23
FASB Accounting Standards Update 2020-10 - <i>Codification Improvements</i>	Nov-20	2025-26
FASB Accounting Standards Update 2021-02 - <i>Franchisors Revenue (Topic 952-606)</i>	Jan-21	2022-23
FASB Accounting Standards Update 2021-04 - <i>Earnings Per Share (Topic 260)</i>	May-21	2022-23
FASB Accounting Standards Update 2021-04 - <i>Debt Modifications and Extinguishments (Topic 470-50)</i>	May-21	2022-23
FASB Accounting Standards Update 2021-04 - <i>Stock Compensation (Topic 718)</i>	May-21	2022-23
FASB Accounting Standards Update 2021-04 - <i>Derivatives and Hedging (Topic 815-40)</i>	May-21	2022-23
FASB Accounting Standards Update 2021-05 - <i>Leases (Topic 842)</i>	Jul-21	2022-23
FASB Accounting Standards Update 2021-07 - <i>Stock Compensation (Topic 718)</i>	Oct-21	2022-23
FASB Accounting Standards Update 2021-08 - <i>Business Combinations (Topic 805)</i>	Oct-21	2024-25
FASB Accounting Standards Update 2021-09 - <i>Leases (Topic 842)</i>	Nov-21	2022-23

These updates were issued to provide clarification and simplification in accounting for certain transactions. In addition, they provide for additional note disclosures to create transparency involving these transactions. The updates effective during the future fiscal years are not expected to impact the financial accounting or presentation for the School.

# **Bella Mente Montessori Academy Charter School**

Notes to the Consolidated Financial Statements (Continued)

Year Ended June 30, 2021

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## **P. COVID-19 Impact and Considerations**

In March 2020 the World Health Organization declared the outbreak of the novel coronavirus COVID-19 a global pandemic. The nature of the pandemic resulted in a mandatory school property closure affecting Bella Mente Montessori Academy Charter School from March 2020 and through to the end of the school year. California Governor Gavin Newsom issued a state-wide executive order mandating that schools remain closed until the county in which the school is located is off the COVID-19 watch list for fourteen consecutive days. Adhering to the regulations Bella Mente began offering a hybrid model of learning when San Diego was permitted to offer in-person instruction.

The circumstances surrounding COVID-19 create uncertainty in expectations for future donations and contributions to the School. Though the School expects a reduction in donations for the 2020-21 fiscal year and does not qualify for Title I funding, Bella Mente has established reserves that will allow for a continuation of operations.

## Supplementary Information

**BELLA MENTE MONTESSORI ACADEMY CHARTER SCHOOL**

Consolidating Statement of Financial Position  
Year Ended June 30, 2021

	Bella Mente Charter School	BM Holdings LLC	Elimination	Total
<b>Assets</b>				
Cash and cash equivalents	\$ 4,730,307	\$ 1,171,187	\$ -	\$ 5,901,494
Operating investments	988,878	-	-	988,878
Accounts receivable	1,958,804	14,707,076	(14,776,927)	1,888,953
Prepaid expenses	132,320	-	-	132,320
Other assets cost of issuance	-	768,045	-	768,045
Property and equipment, net	13,914,029	-	-	13,914,029
Total Assets	<u>\$ 21,724,338</u>	<u>\$ 16,646,308</u>	<u>\$ (14,776,927)</u>	<u>\$ 23,593,719</u>
<b>Liabilities and Net Assets</b>				
<b>Liabilities</b>				
Accounts payable vendors	\$ 42,051	\$ -	\$ -	\$ 42,051
Accounts payable to related entity	-	69,851	(69,851)	-
Accounts payable grantor government	80,269	-	-	80,269
Accrued expenses and other liabilities	176,197	-	-	176,197
Unearned revenue	309,419	-	-	309,419
Capital lease obligations	14,707,076	-	(14,707,076)	-
Bonds and notes payable	-	16,510,016	-	16,510,016
Total Liabilities	<u>15,315,012</u>	<u>16,579,867</u>	<u>(14,776,927)</u>	<u>17,117,952</u>
<b>Net Assets</b>				
Without donor restrictions				
Undesignated	7,170,270	66,441	-	7,236,711
Invested in property and equipment, net of related debt	(793,047)	-	-	(793,047)
	<u>6,377,223</u>	<u>66,441</u>	<u>-</u>	<u>6,443,664</u>
With donor restrictions				
Restricted for state programs	32,103	-	-	32,103
	<u>32,103</u>	<u>-</u>	<u>-</u>	<u>32,103</u>
Total Net Assets	<u>6,409,326</u>	<u>66,441</u>	<u>-</u>	<u>6,475,767</u>
Total Liabilities and Net Assets	<u>\$ 21,724,338</u>	<u>\$ 16,646,308</u>	<u>\$ (14,776,927)</u>	<u>\$ 23,593,719</u>

**BELLA MENTE MONTESSORI ACADEMY CHARTER SCHOOL**

Consolidating Statement of Activities

Year Ended June 30, 2021

	<u>Bella Mente Charter School</u>		<u>BM Holdings LLC</u>	<u>Elimination</u>	
	<u>Without Donor</u>	<u>With Donor</u>	<u>Without Donor</u>	<u>Without Donor</u>	<u>Total</u>
	<u>Restrictions</u>	<u>Restrictions</u>	<u>Restrictions</u>	<u>Restrictions</u>	
<b>Revenue, Support, and Gains</b>					
Local Control Funding Formula (LCFF) sources					
State aid	\$ 3,166,582	\$ -	\$ -	\$ -	\$ 3,166,582
Education protection account state aid	117,934	-	-	-	117,934
Transfers in lieu of property taxes	2,008,233	-	-	-	2,008,233
Total LCFF sources	<u>5,292,749</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,292,749</u>
Federal contracts and grants	-	720,187	-	-	720,187
State contracts and grants	238,597	1,077,665	-	-	1,316,262
Local contracts and grants	30,231	-	-	-	30,231
Donations	19,779	-	-	-	19,779
Rental income	25,039	-	848,604	(848,604)	25,039
Interest income	40,086	-	-	-	40,086
Net assets released from restriction -	-	-			
Grant restrictions satisfied	1,871,508	(1,871,508)	-	-	-
Total revenue, support, and gains	<u>7,517,989</u>	<u>(73,656)</u>	<u>848,604</u>	<u>(848,604)</u>	<u>7,444,333</u>
<b>Expenses and Losses</b>					
Program services expense	4,498,119	-	387,380	(848,604)	4,036,895
Supporting services expense	1,198,223	-	-	-	1,198,223
Total expenses and losses	<u>5,696,342</u>	<u>-</u>	<u>387,380</u>	<u>(848,604)</u>	<u>5,235,118</u>
<b>Change in Net Assets</b>	1,821,647	(73,656)	461,224		2,209,215
<b>Net Assets, Beginning of Year*</b>	4,555,576	105,759	(394,783)	-	4,266,552
<b>Net Assets, End of Year</b>	<u>\$ 6,377,223</u>	<u>\$ 32,103</u>	<u>\$ 66,441</u>	<u>\$ -</u>	<u>\$ 6,475,767</u>

**BELLA MENTE MONTESSORI ACADEMY CHARTER SCHOOL**

Consolidating Statement of Functional Expenses

Year Ended June 30, 2021

	Bella Mente Montessori Charter School		BM Holdings LLC		Elimination	Total
	Program Services	Supporting Services	Program Services	Supporting Services		
	Educational Programs	Management and General	Educational Programs	Management and General		
Salaries and Wages	\$ 2,079,818	\$ 531,952	\$ -	\$ -	\$ -	\$ 2,611,770
Other employee benefits	357,594	91,461	-	-	-	449,055
Payroll taxes	155,170	39,687	-	-	-	194,857
Fees for services:	-	-				
Management	-	218,518	-	-	-	218,518
Legal	-	41,721	-	-	-	41,721
Audit	-	10,625	-	-	-	10,625
Other fees - Professional consulting	24,916	118,104	-	-	-	143,020
Other fees - District oversight	-	52,968	-	-	-	52,968
Other fees - Banking and service charges	-	7,897	-	-	-	7,897
Advertising and promotion	17,960	-	-	-	-	17,960
Office expenses	28,409	-	-	-	-	28,409
Information technology	33,208	-	-	-	-	33,208
Amortization	-	-	26,823	-	(848,604)	26,823
Occupancy	911,496	-	-	-	-	911,496
Travel	245	-	-	-	-	245
Conferences, conventions, and meetings	13,522	-	-	-	-	13,522
Debt service interest	-	-	360,557	-	-	360,557
Depreciation	392,959	-	-	-	-	392,959
Insurance	-	74,191	-	-	-	74,191
Other expenses:	-	-				
Books and supplies	462,988	-	-	-	-	462,988
Equipment rental and repair	9,555	-	-	-	-	9,555
Student transportation	10,279	-	-	-	-	10,279
Dues and memberships	-	11,016	-	-	-	11,016
Miscellaneous	-	83	-	-	-	83
Total expenses by function	<u>\$ 4,498,119</u>	<u>\$ 1,198,223</u>	<u>\$ 387,380</u>	<u>\$ -</u>	<u>\$ (848,604)</u>	<u>\$ 6,083,722</u>

# Bella Mente Montessori Academy Charter School

LEA Organization Structure

Year Ended June 30, 2021

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Bella Mente Montessori Academy (Charter #1515) was established in 2013. The authorizing entity is Vista Unified School District.

## **GOVERNING BOARD**

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<b>Name</b>	<b>Office</b>	<b>Term and Term Expiration</b>
Scott Moote	President	Three Year Term Expires June 30, 2022
Caroline Veale	Secretary	Three Year Term Expires June 30, 2022
Dan Niebaum	Treasurer	Three Year Term Expires June 30, 2021
Janet Figueroa	Member	Three Year Term Expires June 30, 2022
Andrea Ruano	Member	Three Year Term Expires June 30, 2021

## **ADMINISTRATION**

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Erin Feeley, M. ED  
Executive Director & Principal

# **Bella Mente Montessori Academy Charter School**

Schedule of Instructional Time

Year Ended June 30, 2021

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Waiting on final bell schedule to complete chart

# Bella Mente Montessori Academy Charter School

## Schedule of Financial Trends & Analysis

Year Ended June 30, 2021

	Budget 2022	2021	2020	2019
Revenues	\$ 6,321,700	\$ 7,444,333	\$ 2,646,456	\$ 9,452,429
Expenses	6,231,809	5,696,342	387,380	6,747,437
Change in Net Assets	89,891	1,747,991	2,259,076	2,704,992
Ending Net Assets	\$ 8,041,685	\$ 7,951,794	\$ 6,203,803	\$ 3,944,727
Unrestricted Net Assets	\$ 8,041,685	\$ 4,505,715	\$ 4,505,715	\$ 3,888,362
Unrestricted net assets as a percentage of total expenses	129.04%	79.10%	1163.13%	57.63%
Total Long Term Debt	\$ 14,930,591	\$ 14,707,076	\$ 14,930,591	\$ 14,901,162
ADA at P2	383	589	589	633

The School's ending net assets has increased by \$4,007,067 (101.58%) over the past two fiscal years. The significant increase is in large due to additional funding received as a result of the COVID-19 pandemic. Restricted ending net assets include multi-year grants that will be expended over the next two to three years.

As a result of the COVID-19 pandemic there was no attendance reporting for the 2020-21 fiscal year. Each LEA was funded based on the 2019-20 average daily attendance (ADA) reported.

The 2021-22 budget is presented for purposes of analysis only and has not been audited. Net assets are projected to increase by \$89,891 and ADA is projected to be 383 for the 2021-22 fiscal year.

## **Bella Mente Montessori Academy Charter School**

### Reconciliation of Unaudited Actual Financial Report to Audited Financial Statements Year Ended June 30, 2021

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June 30, 2021 annual financial alternative form net assets:	\$ 6,409,320
Adjustments and reclassifications:	
Rounding	<u>6</u>
Total adjustments and reclassifications	<u>6</u>
June 30, 2021 audited financial statements net assets:	<u><u>\$ 6,409,326</u></u>

# **Bella Mente Montessori Academy Charter School**

Notes to Supplementary Information

Year Ended June 30, 2021

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## **A. Purpose of Schedules**

### LEA Organization Structure

This schedule provides information about the School's charter number, district of authorization, members of the governing board, and members of administration.

### Schedule of Instructional Time

This schedule provides information regarding compliance with Education Code §47612.

Compliance with Education Code §47612 includes the following:

- 1) Charter schools may operate up to 5 tracks for attendance reporting.
- 2) Each track must be operated for a minimum of 175 days.
- 3) Each track must offer the required number of instructional minutes specified in Education Code §47612.5.
- 4) No track shall have less than 55% of its school days before April 15 each school year.

Compliance with Education Code §47612.5 involves offering a minimum number of annual instructional minutes as defined by grade level. Under Senate Bill 98 and Senate Bill 820, for the 2020-21 fiscal year, there is no minimum annual or minimum daily instructional minutes requirement for non-classroom based charter schools in existence during the 2019-20 fiscal year.

An LEA that closed due to a qualifying emergency in the 2020-21 fiscal year may submit a Form J-13A to avoid a penalty for not meeting the annual instructional day requirements. The School did not have an emergency closure and as such there are no credited days to account for on the Schedule of Instructional Time.

### Schedule of Financial Trends & Analysis

This schedule displays summarized information from the current year and two previous years, along with budget information for the upcoming year. The information from this schedule is used to evaluate whether there are any financial indicators the School will not be able to continue operations in the next fiscal year. Based upon the information presented, the School appears to have sufficient reserves to continue operations for the 2021-22 fiscal year.

### Reconciliation of Unaudited Actual Financial Report to Audited Financial Statements

This schedule provides information necessary to reconcile between the audited financial statements and the financial data submitted to the sponsoring school district via the unaudited actual financial report.

## Other Independent Auditor's Reports

Independent Auditor's Report on Internal Control Over Financial Reporting and on  
Compliance and Other Matters Based on an Audit of Financial statements  
Performed in Accordance with *Government Auditing Standards*

To the Board of Trustees  
Bella Mente Montessori Academy Charter School

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Bella Mente Montessori Academy Charter School (the School), as of and for the year ended June 30, 2021, and the related Notes to the Financial Statements, which collectively comprise the School's basic financial statements, and have issued our report thereon dated January 15, 2022.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

El Cajon, California  
January 15, 2022

## Independent Auditor's Report on State Compliance

To the Board of Trustees  
Bella Mente Montessori Academy Charter School

### **Report on State Compliance**

We have audited the Bella Mente Montessori Academy Charter School's (the School) compliance with the types of compliance requirements described in the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, Section 19810, that could have a direct and material effect on each of the School's state programs identified below for the fiscal year ended June 30, 2021.

### **Management's Responsibility for State Compliance**

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its state programs.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each applicable program as identified in the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance*, prescribed in Title 5, *California Code of Regulations*, Section 19810. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the comptroller General of the United States; and the *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, Section 19810. Those standards and audit guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the state programs noted below. An audit includes examining, on a test basis, evidence about each school's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the School's compliance with those requirements.

In connection with the audit referred to above, we selected and tested transactions and records to determine the School's compliance with state laws and regulations applicable to the following items:

Description	Procedures Performed
<b>Local Education Agencies Other Than Charter Schools</b>	
A. Attendance.....	N/A
B. Teacher Certification and Misassignments.....	N/A
C. Kindergarten Continuance.....	N/A
D. Independent Study.....	N/A
E. Continuation Education.....	N/A
F. Instructional Time.....	N/A
G. Instructional Materials.....	N/A
H. Ratio of Administrative Employees to Teachers.....	N/A
I. Classroom Teacher Salaries.....	N/A
J. Early Retirement Incentive.....	N/A
K. Gann Limit Calculation.....	N/A
L. School Accountability Report Card.....	N/A
M. Juvenile Court Schools.....	N/A
N. Middle or Early College High Schools.....	N/A
O. K-3 Grade Span Adjustment.....	N/A
P. Transportation Maintenance of Effort.....	N/A
Q. Apprenticeship: Related and Supplemental Instruction.....	N/A
R. Comprehensive School Safety Plan.....	N/A
S. District of Choice.....	N/A
<b>School Districts, County Offices of Education, and Charter Schools</b>	
T. California Clean Energy Jobs Act.....	Yes
V. Proper Expenditure of Education Protection Account Funds.....	Yes
W. Unduplicated Local Control Funding Formula Pupil Counts.....	Yes
<b>Charter Schools</b>	
AA. Attendance.....	Yes
BB. Mode of Instruction.....	Yes
CC. Nonclassroom Based Instruction/Independent Study.....	N/A
DD. Determination of Funding for Nonclassroom Based Instruction.....	N/A
FF. Charter School Facility Grant Program.....	Yes

The term N/A is used above to mean either the School did not offer the program during the current fiscal year or the program applies to a different type of local education agency.

## **Opinion on State Compliance**

In our opinion, the School complied, in all material respects, with the compliance requirements referred to above that are applicable to the statutory requirements listed in the schedule above for the year ended June 30, 2021.

## **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of compliance and the results of that testing. This report is an integral part of an audit performed in accordance with *2020-21 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in Title 5, *California Code of Regulations*, Section 19810. Accordingly, this report is not suitable for any other purpose.

El Cajon, California  
January 15, 2022

## Auditor's Results, Findings & Recommendations

# Bella Mente Montessori Academy Charter School

Schedule of Auditor's Results

Year Ended June 30, 2021

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## FINANCIAL STATEMENTS

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

One or more material weakness(es) identified?

           Yes          X     No

One or more significant deficiencies identified that are  
not considered material weakness(es)?

           Yes          X     No

Noncompliance material to financial statements noted?

           Yes          X     No

## STATE AWARDS

Any audit findings disclosed that are required to be reported  
in accordance with *2020-21 Guide for Annual Audits  
of California K-12 Local Education Agencies*?

           Yes          X     No

Type of auditor's report issued on compliance for state programs:

Unmodified

# Bella Mente Montessori Academy Charter School

## Schedule of Findings and Questioned Costs

Year Ended June 30, 2021

Findings represent significant deficiencies, material weaknesses, and/or instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*, or the *2020-21 Guide for Annual Audits of California K-12 Local Education Agencies and State Compliance Reporting* (the Audit Guide). Finding codes as identified in the Audit Guide are as follows:

<u>Five Digit Code</u>	<u>AB 3627 Finding Type</u>
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

### A. Financial Statement Findings

None

### B. State Award Findings

None

**BELLA MENTE MONTESSORI ACADEMY CHARTER SCHOOL**

Schedule of Prior Year Audit Findings

Year Ended June 30, 2021

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<u>Finding/Recommendation</u>	<u>Status</u>	<u>Explanation if Not Implemented</u>
There were no findings in the prior year audit.	N/A	N/A

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 2.

TO: Board of Directors

FROM: Executive Director

DATE: January 11, 2022

**SUBJECT: Approve the updated Homeless Education Policy amended from September 2021**

**ISSUE:** Local Education Agencies are required to adopt a homeless children education policy. We received notice that our updated policy needed an amendment.

**BACKGROUND:**

The McKinney-Vento Homeless Assistance Act (McKinney-Vento Act) (42 U.S.C. § 11431-11435) is federal legislation that ensures the educational rights and protections of children and youth experiencing homelessness. It requires all local educational agencies (LEAs) to ensure that homeless students have access to the same free, appropriate public education, including public preschools, as provided to other children and youth. The McKinney-Vento Act defines LEAs as public school districts, direct-funded and locally funded charter schools, and county offices of education. The McKinney-Vento Act also authorizes the funding for the federal Education for Homeless Children and Youth Program.

**FISCAL IMPACT/ FUNDING SOURCE:** McKinney-Vento Homeless/Title funds

**RECOMMENDATION:** Approve the Homeless Education Policy, Board Policy No 6137: Education for Homeless Children.

Respectfully Submitted,

Erin Feeley  
Executive Director

## **Bella Mente Academies**

### **BOARD POLICY NO. 6173: EDUCATION FOR HOMELESS CHILDREN**

#### **Instruction**

The Governing Board must ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for them to meet the same challenging academic standards as other students.

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (California Education Code [EC] sections 52052, 52060)

At least annually, the Superintendent or designee shall report to the Board on outcomes for homeless students, which may include, but are not limited to, school attendance, student achievement test results, promotion and retention rates by grade level, graduation rates, suspension/expulsion rates, and other outcomes related to any goals and specific actions identified in the LCAP. Based on the evaluation data, the district shall revise its strategies as needed to better support the education of homeless students.

#### **Definitions**

The term homeless children and youth means individuals who lack a fixed, regular, and adequate nighttime residence and includes: (42 United States Code [42 U.S.C.] Section 11434a; EC Section 48852.7)

1. Students who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or, are abandoned in hospitals
2. Students who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings
3. Students who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings

4. Migratory children who qualify as homeless because they are living in conditions described above

5. Unaccompanied youth who are not in the physical custody of a parent or guardian

The term school of origin means the school that the homeless student attended when permanently housed or the school in which he/she was last enrolled. If the school the homeless student attended when permanently housed is different from the school in which he/she was last enrolled, or if there is some other school that he/she attended within the preceding 15 months and with which he/she is connected, the district liaison shall determine, in consultation with and with the agreement of the homeless student and the person holding the right to make educational decisions for the student, and in the best interests of the homeless student, which school shall be deemed the school of origin. (42 U.S.C. Section 11432[g][3][I]; *EC* Section 48852.7)

When determining the best interest in making educational and school placement decisions for a homeless student, consideration is given to, among other factors, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the student's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (42 U.S.C. Section 11432[g][3][B]; *EC* Sections 48850, 48853)

### **District Liaison**

The Superintendent designates the following staff person as the district liaison for homeless students: (42 U.S.C. Section 11432[g][6][A])

Director of Student Support Services  
1737 W. Vista Way  
Vista, CA 92083  
760-621-8948  
info@bellamentecharter.org

The district's liaison for homeless students shall: (42 U.S.C. Section 11432[g][6][A]; *EC* Section 48852.5)

1. Ensure that homeless students are identified by school personnel and through coordinated activities with other entities and agencies
2. Ensure that homeless students enroll in, and have a full and equal opportunity to succeed in, district schools
3. Ensure that homeless families and students receive educational services for which they are eligible

4. Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children
5. Disseminate notice of the educational rights of homeless students in district schools that provide services to homeless children and at places where they receive services, such as schools, family shelters, and hunger relief agencies (soup kitchens)
6. Mediate enrollment disputes in accordance with law, board policy, and administrative regulation
7. Fully inform parents/guardians of all transportation services
8. When notified pursuant to *EC* Section 48918.1, assist, facilitate, or represent a homeless student who is undergoing a disciplinary proceeding that could result in his/her expulsion
9. When notified pursuant to *EC* Section 48915.5, participate in an individualized education program team meeting to make a manifestation determination regarding the behavior of a student with a disability
10. Assist a homeless student to obtain records necessary for his/her enrollment into or transfer out of district schools, including immunization, medical, and academic records

## **Enrollment**

The district shall make placement decisions for homeless students based on the student's best interest. (42 U.S.C. Section 11432[g][3][B]; *EC* Section 48852.7)

When making a placement decision for a homeless student, the Superintendent or designee may consider the age of the student, the distance of the commute and the impact it may have on the student's education, personal safety issues, the student's need for special instruction, the length of anticipated stay in the temporary shelter or other temporary location, likely area of future housing, school placement of siblings, and the time remaining in the school year.

However, placement decisions shall not be based on whether a homeless student lives with his/her homeless parent/guardian or has been temporarily placed elsewhere.

In the case of an unaccompanied youth, the liaison shall assist in placement or enrollment decisions, consider the views of the student, and provide notice to the student of his/her appeal rights.

In determining a student's best interest, a homeless student shall, to the extent feasible, be placed in his/her school of origin, unless his/her parent/guardian requests otherwise.

Once a placement decision has been made, the principal or designee shall immediately enroll the student in the school of choice. The student shall be enrolled even if he/she:

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended
2. Does not have clothing normally required by the school, such as school uniforms
3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, records or other proof of immunization history

The principal or designee shall immediately contact the school last attended by the student to obtain the relevant records. If the student needs to obtain immunizations or does not possess immunization or other medical records, the principal or designee shall refer the parent/guardian to the district liaison for homeless students. The district liaison shall assist the parent/guardian, or the student if he/she is an unaccompanied youth, in obtaining the necessary immunizations or records for the student.

If the student is placed at a school other than his/her school of origin or the school requested by his/her parent/guardian, the Superintendent or designee shall provide the parent/guardian with a written explanation of the decision along with a statement regarding the parent/guardian's right to appeal the placement decision. The student may continue attending his/her school of origin for the duration of the homelessness. (42 U.S.C. Section 11432; *EC* Section 48852.7)

To ensure that the homeless student has the benefit of matriculating with his/her peers in accordance with the established feeder patterns, the following shall apply: (*EC* Section 48852.7)

1. If the student is transitioning between grade levels, he/she shall be allowed to continue in the same attendance area.
2. If the student is transitioning to a middle school or high school, and the school designated for matriculation is in another school district, he/she shall be allowed to continue to the school designated for matriculation in that district.

If the student's status changes before the end of the school year so that he/she is no longer homeless, he/she shall be allowed to stay in the school of origin: (*EC* Section 48852.7)

1. Through the duration of the school year if he/she is in grades K-8
2. Through graduation if he/she is in high school

### **Resolving Enrollment Disputes**

If a dispute arises over eligibility, school selection or enrollment in a particular school, the student shall be immediately admitted to the school in which enrollment is sought pending final resolution of the dispute, including all available appeals. (42 U.S.C. Section 11432[g][3])

The parent/guardian/unaccompanied youth shall be provided with a written explanation of the placement decision, which shall be complete, as brief as possible, simply stated, and provided in language that the parent/guardian/unaccompanied youth can understand. The written explanation shall include:

1. The district liaison's contact information
2. A description of the district's placement decision
3. Notice of the student's right to enroll in the school of choice pending resolution of the dispute, including the right to fully participate in all school activities
4. Notice of the parent/guardian/unaccompanied youth's right to appeal the decision to the county office of education and, if necessary, to the California Department of Education (CDE)

The district liaison shall work to resolve an enrollment dispute as expeditiously as possible after receiving notice of the dispute. (42 U.S.C. Section 11432[g][3][E])

In working with a student's parents/guardians to resolve an enrollment dispute, the district liaison shall:

1. Inform them that they may provide written and/or oral documentation to support their position
2. Inform them that they may seek the assistance of social services, advocates, and/or service providers in having the dispute resolved
3. Provide them a simple form that they may use and turn in to the school to initiate the dispute resolution process
4. Provide them a copy of the dispute form they submit for their records
5. Provide them the outcome of the dispute for their records

If the parent/guardian/unaccompanied youth chooses to appeal the district's placement decision, the district liaison shall forward all written documentation and related paperwork to the homeless liaison at the county office of education (COE).

If the parent/guardian/unaccompanied youth chooses to appeal the COE's placement decision, the COE homeless liaison shall forward all written documentation and related paperwork to the CDE.

## **Transportation**

The district shall provide transportation for a homeless student to and from his/her school of origin when the student is residing within the district and the parent/guardian requests that such transportation be provided. If the student moves outside of district boundaries, but continues to attend his/her school of origin within this district, the Superintendent or designee shall consult with the superintendent of the district in which the student is now residing to agree upon a method to apportion the responsibility and costs of the transportation. (42 U.S.C. Section 11432[g][6][A])

The district shall not be obligated to provide transportation to students who continue attending their school of origin after they cease to be homeless, unless the formerly homeless student has an

individualized education program that includes transportation as a necessary related service for the student. (*EC* Section 48852.7)

### **Transfer of Coursework and Credits**

When a homeless student transfers into a district school, the district shall accept and issue full credit for any coursework that the student has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the student to retake the course. (42 U.S.C. Section 11432[g][1][F]; *EC* Section 51225.2)

If the homeless student did not complete the entire course, he/she shall be issued partial credit for the coursework completed and shall be required to take the portion of the course that he/she did not complete at his/her previous school. However, the district may require the student to retake the portion of the course completed if, in consultation with the holder of educational rights for the student, the district finds that the student is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a homeless student in any particular course, he/she shall be enrolled in the same or equivalent course, if applicable, so that he/she may continue and complete the entire course. (42 U.S.C. Section 11432[g][1][F]; *EC* Section 51225.2)

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under *EC* Section 49069.5.

In no event shall the district prevent a homeless student from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (*EC* Section 51225.2)

### **Applicability of Graduation Requirements**

To obtain a high school diploma, a homeless student shall complete all courses required by *EC* Section 51225.3 and fulfill any additional graduation requirements prescribed by the Governing Board.

However, when a homeless student who has completed his/her second year of high school transfers into the district from another school district or transfers between high schools within the district, he/she shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of his/her fourth year of high school. Within 30 calendar days of the homeless student's transfer, the Superintendent or designee shall notify the student, the person holding the right to make educational decisions for him/her, and the district liaison for homeless students of the availability of the exemption and whether the student qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer homeless. (*EC* Section 51225.1)

To determine whether a homeless student is in his/her third or fourth year of high school, the district shall use either the number of credits he/she has earned as of the date of the transfer or the length of his/her school enrollment, whichever qualifies him/her for the exemption. (*EC* Section 51225.1)

The Superintendent or designee shall notify any homeless student who is granted an exemption and the person holding the right to make educational decisions for him/her how any requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (*EC* Section 51225.1)

The district shall not require or request a homeless student to transfer schools in order to qualify for an exemption and no request for a transfer solely to qualify for an exemption shall be made by a homeless student, the person holding the right to make educational decisions for the student, or the district liaison on behalf of the student. (*EC* Section 51225.1)

If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the student is no longer homeless or if he/she transfers to another school or school district. (*EC* Section 51225.1)

If the Superintendent or designee determines that a homeless student is reasonably able to complete district graduation requirements within his/her fifth year of high school, he/she shall: (*EC* Section 51225.1)

1. Inform the student and, if under 18 years of age, the person holding the right to make educational decisions for him/her, of the option available to the student to remain in school for a fifth year to complete the district's graduation requirements and how that will affect his/her ability to gain admission to a postsecondary educational institution
2. Provide information to the homeless student about transfer opportunities available through the California Community Colleges
3. Upon agreement with the homeless student or with the person holding the right to make educational decisions for him/her if he/she is under 18 years of age, permit the student to stay in school for a fifth year to complete the district's graduation requirements

### **Eligibility for Extracurricular Activities**

A homeless student who enrolls in any district school shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (42 U.S.C. Section 11432[g][1][F]; *EC* Section 48850[a][2])

### **Notification and Complaints**

Information regarding the educational rights of homeless students, as specified in *EC* sections 51225.1 and 51225.2, shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 California Code of Regulations Section 4622. (*EC* sections 51225.1, 51225.2)

*Legal Reference:*

EDUCATION CODE

2558.2 Use of revenue limits to determine average daily attendance of homeless children 39807.5

Payment of transportation costs by parents

48850 Educational rights of homeless and foster youth 48852.5

Notice of educational rights of homeless students 48852.7

Enrollment of homeless students

48915.5 Recommended expulsion, homeless student with disabilities

48918.1 Notice of recommended expulsion

51225.1-51225.3 Graduation requirements

52060-52077 Local control and accountability plan CODE

OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 20

1087vv Free Application for Federal Student Aid; definitions

1232g Family Educational Rights and Privacy Act

6311 Title I state plan; state and local educational agency report cards

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

12705 Cranston-Gonzalez National Affordable Housing Act; state and local strategies

*Management Resources:*

CALIFORNIA CHILD WELFARE COUNCIL PUBLICATIONS

Partial Credit Model Policy and Practice Recommendations

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Homeless Education Dispute Resolution Process, January 30, 2007

NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS

Homeless Liaison Toolkit, 2013

U.S. DEPARTMENT OF EDUCATION GUIDANCE

Dear Colleague Letter, July 27, 2016

Education for Homeless Children and Youth Program, Non-Regulatory Guidance, July 2004

WEB SITES

*California Department of Education, Homeless Children and Youth Education:*

<http://www.cde.ca.gov/sp/hs/cy>

*California Child Welfare Council:* <http://www.chhs.ca.gov/Pages/CACChildWelfareCouncil.aspx> *National*

*Center for Homeless Education at SERVE:* <http://www.serve.org/nche>

*National Law Center on Homelessness and Poverty:* <http://www.nlchp.org>

*U.S. Department of Education:* <http://www.ed.gov/programs/homeless/index.html>

adopted: January 11, 2022



**CALIFORNIA DEPARTMENT  
OF EDUCATION**

**TONY THURMOND**  
STATE SUPERINTENDENT OF  
PUBLIC INSTRUCTION

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December 7, 2021

Dear Selected Homeless Education Liaisons:

**HOMELESS EDUCATION BOARD POLICY**

According to your 2020–21 Homeless Education Policy, Requirements, and Implementation page within the Spring Release Consolidated Application and Reporting System (CARS), your local educational agency (LEA) has indicated that it does not have either a written board-approved homeless education board policy or the homeless education board policy was approved before 2016. Section 11432(g)(1)(I-J) of the McKinney-Vento Homeless Assistance Act reauthorized by the Every Student Succeeds Act (ESSA) states that LEAs are required to have developed, reviewed, and revised policies to remove barriers to the identification, enrollment, and retention of homeless children and youth. To learn more about the McKinney-Vento Homeless Assistance Act legislation, please visit the National Center for Homeless Education website at <https://ncche.ed.gov/legislation/>.

Please take this opportunity to develop a new homeless education board policy or review and revise your current homeless education policy. A homeless education sample board policy and administrative regulations is attached. The sample provided includes ESSA reauthorization language, as well as language aligned to state laws. When your LEA completes this requirement, please make sure that your LEA indicates the new approval date on the 2021–22 CARS Homeless Education Policy, Requirements, and Implementation page which is part of the Spring Release.

If you feel that this letter was received in error and your LEAs has developed or updated a homeless education board policy after 2016, please work with the LEA personnel that completes the CARS to update it next year. It is important to note that we are using the self-reported data from the 2020–21 CARS Spring Release. To understand more about CARS, please visit their website at <https://www.cde.ca.gov/fq/aa/co/cars.asp>.

If you have any questions regarding this subject, please contact the CDE's Integrated Student Support and Programs Office by email at [HomelessED@cde.ca.gov](mailto:HomelessED@cde.ca.gov).

Sincerely,

Mindi Parsons, Ed.D., Administrator  
Integrated Student Support and Programs Office  
California Department of Education

MP:lw

Attachment