



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 May 10, 2022

Type of Meeting: Regular Webinar Board Meeting

Location: <https://attendee.gotowebinar.com/register/5582682751672562191>

Location: Bella Mente Library

You can also dial in using your phone.

United States: 1 (415) 655-0052

Access Code: 588-087-487

Closed Session: at 6:30 PM

Open Session: when the closed session adjourns

IMPORTANT NOTICE: The Board of Directors Meeting will be conducted entirely online, via virtual/video conferencing. 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. 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 board@bellamentecharter.org the day of the meeting requesting a hold card beginning at 6:00pm up until the meeting is called to order.

With the enactment of AB 361 signed on September 16, 2021, Government Code section 54953 has been amended to provide additional flexibility for legislative bodies to meet remotely. Since the legislature adopted an urgency clause when passing AB 361, this bill became effective immediately upon the Governor's signature on September 16, 2021 and will sunset January 1, 2024. With all things considered, the legislature's intent behind passing AB 361, as described in the bill itself, was "to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options."

I. CLOSED SESSION (Two)

6:30 PM

Call to order, roll call and establishment of quorum

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

1. In accordance with Government Code Section 54957, the Board will meet in closed session to consider: PERSONNEL MATTERS-Executive Director Employment Agreement-One
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-One
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

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

III. ACTION ITEMS CONSIDERED IN CLOSED SESSION

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

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 board@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 May 10, 2022 Board of Directors Meeting.

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

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 from CSMC will report on cash flow and review CharterVision dashboard monthly report.
3. **Principal Report**- Mr. James Proby will present progress on his plan for student achievement- Spring MAPs scores.

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 April 12, 2022 Board of Directors Meeting
2. Recommended action on the personnel activity list
3. Check Registers April 2022
4. Wilkinson Hadley King & Co LLP Engagement Letter
5. Brightarrow Technologies for \$621
6. Independent Contractor Agreement #2- Sandoval, N for, up to, \$3,000.00

Executive Director's Recommendation: Approve Consent Calendar

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

VIII. DISCUSSION/ACTION ITEMS

1. Discussion and Approval of the updated Employee Handbook effective July 1, 2022

Executive Director's Recommendation: Approve

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

2. Discussion and Approval of the updated Certificated Administration Salary Scale effective July 1, 2022

Executive Director's Recommendation: N/A

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

3. Discussion and Approval of the updated Certificated Teacher Salary Schedule effective July 1, 2022

Executive Director's Recommendation: Approve

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

4. Second Read of the 2022-23 Local Control and Accountability Plan (year 2 of 21-24 cycle)

Executive Director's Recommendation: No Action

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

5. Discussion and Approval of Resolution No. 22-19 Authorizing remote teleconference meetings for the period through June 30, 2022

Executive Director's Recommendation: Approve

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

6. Discussion and Approval of increase of health benefit allowance for full time employees to \$12,000 per year.

Executive Director's Recommendation: Approve

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

7. Discussion and Approval of one-time signing and resigning bonus for all employees of 2%

Executive Director's Recommendation: Approve

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

IX. ADJOURNMENT

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

Instructions for Presentations to the Board by Members of the Community

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Bella Mente

July 2021 - March 2022

Segment Name	Filter Applied
Object	All
Restriction	All
Location	020
Lcap	All
Goal	All
Function	All
Fund	All

	July - March				2021-2022	
Account Description	Actual	Budget	Variance \$	Variance %	Total Budget	Remaining Budget
LCFF	\$3,139,767	\$3,277,158	(\$137,391)	-4.2%	\$3,601,761	\$461,994
Federal Revenue	\$244,740	\$437,006	(\$192,266)	-44.0%	\$519,476	\$274,736
Other State Revenue	\$866,012	\$430,449	\$435,563	101.2%	\$1,140,647	\$274,635
Local Revenue	\$339,038	\$322,808	\$16,230	5.0%	\$378,748	\$39,710
Total Revenue	\$4,589,557	\$4,467,421	\$122,136	2.7%	\$5,640,632	\$1,051,075
Certificated Salaries	\$1,633,365	\$1,733,648	\$100,284	5.8%	\$2,317,215	\$683,850
Classified Salaries	\$474,181	\$502,663	\$28,482	5.7%	\$692,081	\$217,900
Employee Benefits	\$495,854	\$543,938	\$48,084	8.8%	\$711,227	\$215,373
Total Personnel Expenses	\$2,603,400	\$2,780,249	\$176,850	6.4%	\$3,720,524	\$1,117,124
Books and Supplies	\$285,629	\$285,218	(\$411)	-0.1%	\$343,308	\$57,679
Services & Other Operating Expenses	\$596,449	\$685,820	\$89,370	13.0%	\$907,249	\$310,800
Capital Outlay	\$293,260	\$295,109	\$1,849	0.6%	\$397,633	\$104,373
Other Outgo	\$603,497	\$560,295	(\$43,202)	-7.7%	\$840,444	\$236,947
Total Operational Expenses	\$1,778,835	\$1,826,442	\$47,606	2.6%	\$2,488,634	\$709,799
Total Expenses	\$4,382,235	\$4,606,691	\$224,456	4.9%	\$6,209,158	\$1,826,923
Net Income	\$207,322	(\$139,270)	\$346,592	248.9%	(\$568,526)	(\$775,848)

Bella Mente

March 2022

Segment Name	Filter Applied
Object	All
Restriction	All
Location	020
Lcap	All
Goal	All
Function	All
Fund	All

Group Description	Account	Account Description	
Liquidity Ratio			16.3
Assets			
Current Assets			
Cash	62-0000-0000-0000-9110-020-000	Cash in County Treasury Account	\$6,750,389
Cash	62-0000-0000-0000-9120-020-000	Cash in Bank(s)	\$934,077
Accounts Receivables	62-0000-0000-0000-9220-020-000	Due from BM Holdings, LLC	\$69,871
Accounts Receivables	62-0000-0000-0000-9290-020-000	Due from Grantor Governments	\$224,641
Prepaid Expenses	62-0000-0000-0000-9330-020-000	Prepaid Expenses	\$1,129
Other Current Assets	62-0000-0000-0000-9345-020-000	Due From Bella Holdings, LLC- Bond Proceeds	\$2,396
Total Current Assets			\$7,982,502
Fixed Assets			
Land	62-0000-0000-0000-9410-020-000	Land	\$3,352,414
Buildings and Improvements	62-0000-0000-0000-9420-020-000	Building/Leasehold Improvements	\$105,789
Buildings and Improvements	62-0000-0000-0000-9430-020-000	Buildings	\$11,478,222
Buildings and Improvements	62-6230-0000-0000-9420-020-000	Building/Leasehold Improvements	\$155,691
Furniture and Fixtures	62-0000-0000-0000-9440-020-000	Furniture Fixtures and Equipment	\$60,471
Accumulated Depreciation	62-0000-0000-0000-9425-020-000	Accumulated Depreciation - Building/Leasehold Improvements	(\$29,659)
Accumulated Depreciation	62-0000-0000-0000-9435-020-000	Accumulated Depreciation - Buildings	(\$1,432,382)
Accumulated Depreciation	62-0000-0000-0000-9445-020-000	Accumulated Depreciation - Furniture, Fixtures & Equipment	(\$60,471)
Total Fixed Assets			\$13,630,075
Other Assets			
Total Other Assets			-
Total Assets			\$21,612,577

Liabilities And Net Assets			
Current Liabilities			
Accounts Payable	62-0000-0000-0000-9500-020-000	Accounts Payable-System	\$9,477
Accounts Payable	62-0000-0000-0000-9507-020-000	Accounts Payable - Accrual	\$11,827
Accounts Payable	62-0000-0000-0000-9590-020-000	Due to Grantor Governments	\$28,120
Accrued Salaries, Payroll Taxes, Postemployment Benefits	62-0000-0000-0000-9501-020-000	Accrued Salaries	\$120,424
Deposits held on behalf of other employees	62-0000-0000-0000-9660-020-000	Voluntary Deductions	\$8,988
Deposits held on behalf of other employees	62-0000-0000-0000-9661-020-000	Summer Holdback	\$109,996
Deferred Revenue	62-2600-0000-0000-9650-020-000	Deferred Revenue	\$61,260
Deferred Revenue	62-7422-0000-0000-9650-020-000	Deferred Revenue	\$53,431
Deferred Revenue	62-7425-0000-0000-9650-020-000	Deferred Revenue	\$65,441
Deferred Revenue	62-7426-0000-0000-9650-020-000	Deferred Revenue	\$20,235
Total Current Liabilities			\$489,199
Long Term Liabilities			
Capital Leases Payable	62-0000-0000-0000-9667-020-000	Capital Leases Payable	\$14,506,736
Total Long Term Liabilities			\$14,506,736
Total Liabilities			\$14,995,935
Net Assets			
Unrestricted Net Assets	62-0000-0000-0000-9790-020-000	Unrestricted Net Assets	\$6,377,217
Unrestricted Net Assets	62-5310-0000-0000-9780-020-000	Temporarily Restricted Funds - Nutrition	\$32,103
Profit/Loss YTD			\$207,322
Total Net Assets			\$6,616,642
Total Liabilities And Net Assets			\$21,612,577



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 April 12, 2022

Type of Meeting: Regular Webinar Board Meeting

Location: <https://attendee.gotowebinar.com/register/6988279724280020493>

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Access Code: 721-440-029

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I. CLOSED SESSION (Two)

6:30 PM

Call to order, roll call and establishment of quorum

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

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3. In accordance with Government Code Section 54957.6, the Board will meet in closed session to consider: PUBLIC EMPLOYEE EVALUATION - Executive Director Evaluation-One
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II. OPEN SESSION/REGULAR MEETING

Call to order, roll call and establishment of quorum

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

III. ACTION ITEMS CONSIDERED IN CLOSED SESSION

No actions considered.

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

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Items not on the agenda/Items for future discussion

V. APPROVAL OF AGENDA

Recommended motion: Approve the agenda for the April 12, 2022 Board of Directors Meeting.

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

VI. DISCUSSION ITEMS

1. **Executive Director Announcements** - Erin Feeley will provide COVID-19, legislative, safety & risk management, special education updates and fiscal projection updates. *Thank you to Josh Maus and Gladys Espino*
2. **Charter Vision Board Report** - Janina from CSMC will report on cash flow and review CharterVision dashboard monthly report.
3. **Principal Report**- Mr. James Proby will present progress on his plan for student achievement..

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 March 8, 2022 Board of Directors Meeting
2. Minutes from the March 28, 2022 Special Board of Directors Meeting
3. Recommended action on the personnel activity list
4. Check Registers March 2022
5. San Diego County Office of Education Comprehensive Health Education Grant for \$50,000
6. Top Notch Invoice school meal invoice for \$15,059.61
7. Independent Contractor Agreement- Operation Support for Charter Schools (OS4CS), for, up to, \$75,000.00
8. Document Tracking Services for LCAP Management for \$395.00
9. Alliant International University MOU for Practicum, Student and Intern Teachers
10. Kone 5 year full load safety testing for \$2,230.00
11. Kone update to Wireless Elevator Emergency Monitoring
12. Field trip to Rawhide Ranch on April 14, 2022 for \$2,300.00
13. Independent Contractor Agreement- Sandoval, N for, up to, \$3,000.00

Executive Director's Recommendation: Approve Consent Calendar

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

VIII. DISCUSSION/ACTION ITEMS

1. **Discussion and Approval of the Declaration of Need for Fully Qualified Educators for 22-23**

Executive Director's Recommendation: Approve

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

2. Discussion and Approval of the updated Certificated Administration Salary Scale effective July 1, 2022

Executive Director's Recommendation: N/A Tabled until May meeting.

Moved By	<i>JF</i>	Seconded By	<i>DN</i>
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AYE	NAY	ABSTAIN	ABSENT	Board Member
			X	Scott Moote
X				Caroline Veale
X				Janet Figueroa
X				Dan Niebaum

3. Discussion and Approval of the updated job descriptions for 22-23 school year

Executive Director's Recommendation: Approve

Moved By	<i>DN</i>	Seconded By	<i>JF</i>
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AYE	NAY	ABSTAIN	ABSENT	Board Member
			X	Scott Moote
X				Caroline Veale
X				Janet Figueroa
X				Dan Niebaum

4. First Read of the 2022-23 Local Control and Accountability Plan (year 2 of 21-24 cycle)

Executive Director's Recommendation: No Action

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

1. Approve Resolution No. 22-18 Authorizing remote teleconference meetings for the period through May 30, 2022

Executive Director's Recommendation: N/A With hybrid in-person option as well for those that want it.

Moved By	<i>DN</i>	Seconded By	<i>JF</i>
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AYE	NAY	ABSTAIN	ABSENT	Board Member
			X	Scott Moote
X				Caroline Veale
X				Janet Figueroa
X				Dan Niebaum

IX. ADJOURNMENT

Moved By	<i>JF</i>	Seconded By	<i>DN</i>
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AYE	NAY	ABSTAIN	ABSENT	Board Member
			X	Scott Moote
X				Caroline Veale
X				Janet Figueroa
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Employment Changes as of May 10, 2022

New Hires Full Time: Counselor

New Hires Part Time: None

Release: Counselor

Open Positions for 21-22:

Classified Positions:

Part Time: None

Full Time: Director of Business Services

Certificated Positions:

Part Time: None

Full Time: Counselor

Open Positions for 22-23:

Classified Positions:

Part Time: Child Nutrition Assistant I

Child Nutrition Assistant II

Noon Duty

Data Entry Clerk

Full Time: Director of Business Services

Certificated Positions:

Part Time: None

Full Time: Counselor

tk-8 Classroom Teacher Pool (2)

Substitute Teacher

School Psychologist

Speech and Language Pathologist

Bella Mente

Check Register 4/1/2022 through 4/30/2022

Payment Number	Payment Date	Payee Name	Rec Status	Check Amount	Account	Account Description	Transaction Description	Invoiced GL Amount
2620	4/5/2022	Literature Comes to Life	Cleared	\$550.00	62-0000-1110-1000-5810-020-000	Educational Consultants	One Literature Comes to Life Assembly Program	\$550.00
2627	4/7/2022	Green Flash Pest Control	Cleared	\$119.00	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Monthly Pest Control	\$119.00
2631	4/7/2022	Vista Irrigation District	Cleared	\$137.34	62-0000-0000-8100-5501-020-000	Utilities	Water Chges. - 221 N Emerald Dr. 01/04-03/08/22	\$137.34
2635	4/7/2022	Vista Irrigation District	Cleared	\$245.24	62-0000-0000-8100-5501-020-000	Utilities	Water Chges - 1737 W Vista Way 01/04-03/08/22	\$245.24
2634	4/7/2022	Vista Irrigation District	Cleared	\$92.24	62-0000-0000-8100-5501-020-000	Utilities	Water Chges. - 155 N Emerald Dr. 01/04-03/08/22	\$92.24
2630	4/7/2022	Soliant	Cleared	\$1,280.00	62-6500-5760-1190-5810-020-000	Educational Consultants	03/27/22 School OT	\$1,280.00
2626	4/7/2022	First Student Charter Bus Rental	Cleared	\$1,092.08	62-0000-1110-1000-5830-020-000	Field Trips	Charter Bus Rental for Rawhide Ranch Field Trip	\$1,092.08
2621	4/7/2022	AT&T	Cleared	\$1,667.92	62-0000-1110-2700-5900-020-000	Communications (Tele., Internet, Copies,Postage,Messenger)	Internet Services 02/19/22 - 03/18/22	\$1,667.92
2624	4/7/2022	Digital Assurance Certification LLC	Cleared	\$3,000.00	62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Annual Ongoing Fee - 04/01/22	\$3,000.00
2628	4/7/2022	Rawhide Ranch	Cleared	\$2,255.00	62-0000-1110-1000-5830-020-000	Field Trips	Field/Day Trip Youth Fee & Adults Fees - 01/26/22	\$2,255.00
2632	4/7/2022	Vista Irrigation District	Cleared	\$127.76	62-0000-0000-8100-5501-020-000	Utilities	Water Chges - 1737 W Vista Way 01/04-03/08/22	\$127.76
2636	4/7/2022	Vista Unified School District	Outstanding	\$12,855.00	62-0000-0000-0000-9590-020-000	Due to Grantor Governments	Charter Oversight Fees FY 2020/2021	\$12,835.00
					62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Charter Oversight Fees FY 2020/2021	\$20.00
2633	4/7/2022	Vista Irrigation District	Cleared	\$378.88	62-0000-0000-8100-5501-020-000	Utilities	Water Chges - 1737 W Vista Way 01/04-03/08/22	\$378.88
2629	4/7/2022	San Diego Gas & Electric	Cleared	\$2,895.25	62-0000-0000-8100-5501-020-000	Utilities	Electric Chges 02/26/-03/28/22	\$2,895.25

Bella Mente

Check Register 4/1/2022 through 4/30/2022

2625	4/7/2022	EDCO Waste & Recycling Service	Cleared	\$550.13	62-0000-0000-8100-5501-020-000	Utilities	March 2022 Commercial Service	\$550.13
2623	4/7/2022	Department of Justice	Cleared	\$49.00	62-0000-0000-7400-5874-020-000	Personnel Services	March 2022 Fingerprinting	\$49.00
2622	4/7/2022	CINTAS CORPORATION	Cleared	\$174.89	62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Active Scraper, Mat, Logo, Work Pants	\$82.97
					62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Adjusting Entry - Underpaid	\$0.90
					62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Active Scraper, Mat, Logo	\$45.51
					62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Active Scraper, Mat, Logo	\$45.51
2641	4/19/2022	San Diego Gas & Electric	Cleared	\$978.44	62-0000-0000-8100-5501-020-000	Utilities	Gas & Electric Chges. 02/26-03/28/22	\$978.44
2639	4/19/2022	Green Flash Pest Control	Cleared	\$50.00	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Exclusionary Work	\$50.00
2638	4/19/2022	Commission on Teacher Credentialing Certification Division	Outstanding	\$300.00	62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Permits for Steen, LaFleur & Liebenberg	\$300.00
2640	4/19/2022	Rawhide Ranch	Cleared	\$30.00	62-0000-1110-1000-5830-020-000	Field Trips	01/26/22 Field/Day Trip You - Balance Due	\$30.00
2643	4/19/2022	VendorMax, Inc.	Cleared	\$492.00	62-0000-0000-2700-5815-020-000	Advertising/Recruiting	Lead Fees - For February 2022	\$288.00
					62-0000-0000-2700-5815-020-000	Advertising/Recruiting	Lead Fees - For January 2022	\$240.00
2642	4/19/2022	SnaerZenger Projects	Outstanding	\$70.00	62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Behringer PA Package	\$70.00
2662	4/28/2022	VendorMax, Inc.	Outstanding	\$180.00	62-0000-0000-2700-5815-020-000	Advertising/Recruiting	Lead Fees - For March 2022	\$180.00
2663	4/28/2022	National Benefit Services, LLC	Outstanding	\$17,786.07	62-0000-0000-0000-9660-020-000	Voluntary Deductions	April 2022 Contributions - For Bella Mente	\$17,786.07

Bella Mente

Check Register 4/1/2022 through 4/30/2022

2659	4/28/2022	San Diego County Office of Education	Outstanding	\$826.56	62-0000-1110-2700-5900-020-000	Communications (Tele., Internet, Copies, Postage, Messenger)	Monthly Services Jan - Mar 2022	\$826.56
2648	4/28/2022	City of Vista	Outstanding	\$1,381.00	62-0000-0000-8100-5501-020-000	Utilities	Annual Sewer Charge, Capacity Rental Charge	\$1,381.00
2649	4/28/2022	City of Vista	Outstanding	\$982.88	62-0000-0000-8100-5501-020-000	Utilities	Annual Sewer Charge	\$982.88
2650	4/28/2022	Citrix System, Inc.	Outstanding	\$1,200.00	62-0000-1110-1000-4410-020-000	Software and Software Licensing	Sharefile Service Unlimited	\$1,200.00
2645	4/28/2022	Boonli, LLC	Outstanding	\$130.00	62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Standard Month, Reporting Update	\$130.00
2646	4/28/2022	Charter School Management Corporation	Cleared	\$13,916.67	62-0000-1110-2700-5873-020-000	Financial Services	May 2022 Back-Office, Payroll, SIS, Attendance & CALPADS	\$9,741.67
					62-0000-0000-7300-5873-020-000	Financial Services	May 2022 Back-Office, Payroll, SIS, Attendance & CALPADS	\$4,175.00
2644	4/28/2022	SYNCB/AMAZON	Outstanding	\$3,441.88	62-0058-1110-2100-4300-020-000	Materials and Supplies	Amazon Purchases	\$1,416.56
					62-0000-1110-2100-4300-020-000	Materials and Supplies	Amazon Purchases	\$2,025.32
2651	4/28/2022	Dental Health Services	Outstanding	\$146.00	62-0000-1110-1000-3401-020-000	Health & Welfare Benefits Certificated	May 2022 Premium	\$146.00
2647	4/28/2022	City of Vista	Outstanding	\$5,236.24	62-0000-0000-8100-5501-020-000	Utilities	Annual Sewer Charge, Capacity Rental Charge	\$5,236.24
2661	4/28/2022	Soliant	Outstanding	\$1,280.00	62-0000-1110-1000-5810-020-000	Educational Consultants	04/17/22 School OT	\$1,280.00
2657	4/28/2022	Purchase Power	Outstanding	\$37.84	62-0000-0000-9100-5890-020-000	Interest Expense/Fees	Postage Meter	\$37.84
2658	4/28/2022	Procopio, Cory, Hargreaves & Savitch LLP	Outstanding	\$5,531.75	62-0000-0000-7100-5805-020-000	Legal Services	For Professional Services Rendered Through March, 31, 2022	\$4,060.00
					62-0000-0000-7100-5805-020-000	Legal Services	For Professional Services Rendered Through March 31, 2022	\$1,471.75
2656	4/28/2022	Mutual of Omaha	Outstanding	\$3,714.23	62-0000-1110-1000-3401-020-000	Health & Welfare Benefits Certificated	May 2022 Premium	\$3,714.23

Bella Mente

Check Register 4/1/2022 through 4/30/2022

2660	4/28/2022	Specialized Therapy Services, Inc.	Outstanding	\$6,295.00	62-6500-5760-1190-5810-020-000	Educational Consultants	Psych, Psych Assesment, VI	\$6,295.00
2654	4/28/2022	KONE Inc.	Outstanding	\$2,230.00	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Repair Contract	\$2,230.00
2655	4/28/2022	Mission San Juan Capistrano	Outstanding	\$810.00	62-0000-1110-1000-5830-020-000	Field Trips	ITEM: Guided Tour for Larger Groups	\$810.00
2653	4/28/2022	Home Depot Credit Services	Outstanding	\$2,279.94	62-0058-1110-2100-4300-020-000	Materials and Supplies	Tee SSS, Pe Pipe, Gravel, Lithium-Ion, Centerset	\$2,059.78
					62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Tee SSS, Pe Pipe, Gravel, Lithium-Ion, Centerse	\$220.16
2652	4/28/2022	Green Flash Pest Control	Outstanding	\$119.00	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	General Pest Control	\$119.00
Total Check Amount				\$96,915.23	Total GL Amount			\$96,951.23

April 5, 2022

To: Board of Education and Management

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

We are pleased to confirm our understanding of the services we are to provide for Bella Mente Montessori Academy (the Charter School) for the year ended June 30, 2022.

Audit Scope and Objectives

We will audit the financial statements of the Charter School, which comprise the statement of financial position as of June 30, 2022, the related statements of activities, functional expenses, and cash flows for the year then ended, and the disclosures (collectively the “financial statements”).

Also the following supplementary information accompanying the Charter School’s financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting records 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 (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor’s report on the financial statements. The following supplementary information is required by the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*:

1. LEA Organization Structure
2. Schedule of Average Daily Attendance (ADA)
3. Schedule of Instructional Time
4. Schedule of Financial Trends & Analysis
5. Reconciliation of Unaudited Annual Financial and Budget Report with Audited Financial Statements

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement which exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- An opinion (or disclaimer of opinion) on compliance with state statutes, regulations, and the terms and conditions of state awards that could have a direct and material effect on each identified program in accordance with the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting prescribed in Title 5, California Code of Regulations, Section 19810*.

Auditor's Responsibilities for the Audit of the Financial Statements and State Compliance Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the requirements identified in the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting prescribed in Title 5, California Code of Regulations, Section 19810*, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. AS part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Charter School or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Charter School's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representation from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Improper Revenue Recognition
2. Management Override of Controls

As we continue the audit planning process we may identify additional significant risks. If such risks are identified we will provide an addendum to this engagement letter to communicate these risks. If no additional significant risks are identified, no addendum will be provided.

Audit Procedures – Internal Control

We will obtain an understanding of the Charter School and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Charter School's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The *2021-22 Guide for Annual Audits of California Local Education Agencies and State Compliance Reporting* (the Audit Guide) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with state statutes, regulations, and the terms and conditions of state awards identified in the Audit Guide which are applicable to the Charter School based on materiality levels identified in the Audit Guide. For the programs applicable to the Charter School, we will perform the procedures identified in the Audit Guide and report noncompliance in accordance with direction provided in the Audit Guide. The purpose of these procedures will be to express an opinion on the Charter School's compliance with requirements applicable to these programs in our report on state compliance.

Other Services

We will prepare the Organization's federal and state information returns for the year ended June 30, 2022 based on information provided by you. We will also assist in preparing the financial statements, including assistance with GASB conversion entries, and the related notes of the Charter School in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to those previously identified and previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and State Compliance Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for:

1. Designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met;
2. Following laws and regulations;
3. Ensuring that there is reasonable assurance that government programs are administered in compliance and with compliance requirements; and,
4. Ensuring that management and financial information is reliable and properly reported.

Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside general and subsidiary ledgers). You are also responsible for providing us with:

1. Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters;
2. Access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under Uniform Guidance and in accordance with the Audit Guide;
3. Additional information that we may request for the purpose of the audit; and
4. Unrestricted access to persons within the Charter School from whom we determine it necessary to obtain audit evidence.

At the conclusion of our audit, we will require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Charter School involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect of the financial statements. Your responsibilities include informing us of your knowledge and of any allegations of fraud or suspected fraud affecting the Charter School received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Charter School complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reporting audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for review upon our scheduled interim field work dates.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that:

1. You are responsible for the presentation of the supplementary information in accordance with GAAP;
2. You believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP;
3. The methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and
4. You have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, and related notes and that you have reviewed and approved the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Charter School, the California State Controller's Office, the California Department of Education, and the County Office of Education; however, management is responsible for the distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Wilkinson Hadley King & Co. LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the California Board of Accountancy or its designee, the County Office of Education, the California State Controller's Office or its designee, the California Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Wilkinson Hadley King & Co. LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained to other, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the California State Controller's Office or the California Department of Education. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Brian Hadley, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit upon the signing of this engagement letter and will schedule dates for field work accordingly.

Our fee for these services will be \$8,750 for the audit and \$1,000 for the preparation of tax returns. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. Upon completion of the audit report and submission to the California State Controller's Office progress billings will be brought to 90% of the contracted amount. The final 10% of the contracted amount will be billed, and is due, upon receipt of the California State Controller's Office certification letter. In accordance with firm policies, work may be suspended if your account becomes 30 days past due and may not be resumed until your account is paid in full. Additionally, an audit report will not be issued for the year ended June 30, 2022 if 100% of prior audit fees have not been paid in full inclusive of the final 10% billed upon receipt of the California State Controller's Office certification letter for the prior period. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended at our standard hourly rates and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Audit. Our reports will be addressed to the governing board of the Charter School. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Charter School's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Charter School's internal control and compliance. The report will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Charter School and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

A handwritten signature in blue ink that reads "Wilkinson Hadley King & Co., LLP". The signature is written in a cursive, flowing style.

Wilkinson Hadley King & Co. LLP

Response:

This letter correctly sets forth the understanding of Bella Mente Montessori Academy.

Management Signature: *Erin Feeley*
Erin Feeley (Apr 13, 2022 08:36 PDT)

Title: Executive Director

Date: Apr 13, 2022

Approved by Governance at a Public Meeting on: 3/12/20



PO Box 7493
Bellevue, WA 98008
P 425-558-2100
F 425-412-6860

Bella Mente Montessori Academy
Attn: Gladys Espino
1737 W. Vista Way
Vista, CA 92083

Formal Quote

Date	Quote Number
4/18/2022	3244

Expiration Date
6/30/2022

ITEM	DESCRIPTION	QTY	COST	TOTAL
DVD_ANNL_MA...	BrightArrow Notification System Annual Subscription Plan renewal for phone/e-mail support and updates. For 460 students and staff. Cost is \$1.35 per student/staff. Coverage period is July 1, 2022 - June 30, 2023.	460	1.35	621.00

To order, sign here and return with a signed PO (FAX: 425-952-6496), or payment:

TOTAL

\$621.00

INDEPENDENT CONTRACTOR AGREEMENT

(Office Organizational Services)

This Independent Contractor Agreement (“Agreement”) is entered into as of April 26, 2022 (“Effective Date”) by and between Bella Mente Charter School (“Bella Mente”) and Norma Sandoval (“Consultant”), collectively referred to as the “Parties”, with respect to the following facts:

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

WHEREAS, Consultant is experienced, qualified, and engaged in the business of providing office and administrative support services; and

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

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

Section 1. Nature of Services and Relationship.

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

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

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

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

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

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

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

_____ Consultant's Initials Regarding Section 1.6.

Section 2. Term of Services and Termination of Agreement. Consultant agrees to perform services for Bella Mente pursuant to the terms of this Agreement from the Effective Date through June 30, 2022 ("Termination Date"), unless any of the following occur: (1) the Parties agree in writing to renew the term of this Agreement, for a defined project or period of time, pursuant to the same terms of this Agreement ("Extension Date"); or (2) the Parties agree in writing to otherwise modify the terms of this Agreement in accordance with Section 10.2. Notwithstanding this previous sentence, Consultant or Bella Mente may terminate this Agreement at any time, with or without reason, by providing 14 days' written notice to the other party. Notwithstanding any other provision of this Agreement, certain terms of this Agreement shall remain in effect after the Termination Date (including without limitation Sections 5, 6, 7, 9 and 11.1 of this Agreement).

Section 3. Payment and Invoicing. In exchange for Consultant's performance of the Consulting Services set forth in Attachment A, Bella Mente shall pay Consultant at a rate of \$75 per hour (not to exceed a total amount of \$3000), subject to early termination as provided in Section 2 of this

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

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

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

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

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

Section 6. Insurance; Business Requirements; Related Obligations.

6.1 Consultant expressly acknowledges and understands that Bella Mente shall have no obligation to provide insurance or benefits of any kind for Consultant, Consultant's business, or any of Consultant's employees or agents in any capacity. Consultant agrees to obtain and maintain general business liability insurance in coverage amounts as is customary in Consultant's trade or services. Consultant shall provide a copy of its general business liability insurance policy to Bella Mente within 10 days of Bella Mente's request during the term of this Agreement. Consultant has a duty to maintain valid and current insurance pursuant to this Section during the term of this Agreement.

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

Section 7. Indemnification.

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

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

Section 8. Compliance with Laws; Warranties. Consultant represents and warrants that Consultant shall comply with all applicable laws for purposes of this Agreement, including without

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

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

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

Section 11. Miscellaneous.

11.1 Governing Law; Disputes. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of California, without reference to its choice of law rules. The Parties agree to submit any and all disputes or claims arising from or relating to this Agreement

(including without limitation enforcement of, breach of, or interpretation of this Agreement) to mandatory and binding arbitration. Each party shall be responsible for its own costs and attorneys' fees in connection with the arbitration; however, the Parties shall equally split the costs of the arbitration (i.e., the arbitrator).

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

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

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

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

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

To Bella Mente: Bella Mente Academies

To Consultant: _____

Attn: Erin Feeley, Executive Director

1737 W. Vista Way

Vista, CA 92083

Email: efeeley@bellamentecharter.org

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

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

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

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

Bella Mente Charter School,

a California nonprofit public benefit corporation

Dated: April ____, 2022

Erin Feeley, Executive Director

Consultant

Dated: April ____, 2022

Norma Sandoval, Consultant

ATTACHMENT A

Consulting Services

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

- Consultant will work with School Principal and all necessary school personnel to create a final draft of the LCAP and proofread the final document to present for approval.
- Consultant will review all applicable LCAP data including survey and assessment results and place information in LCAP document
- Consultant will use school compiled data in the writing of the LCAP.
- Consultant will complete LCAP via the school provided login to DTS.
- Consultant will provide LCAP feedback session(s) with family stakeholders in English and Spanish via a digital meeting format.
- Consultant will work collaboratively with school leadership in order to present the following to the Board of Directors:
 - a. A first working draft of the composed document by Friday, May 6 for Leadership to present to all school stakeholders via email and the Board of Directors at their meeting on Tuesday, May 10
 - b. A final draft of the LCAP by Wednesday, June 1 to present to all school stakeholders via email and the Board of Directors at their meeting on Tuesday, June 14, 2022

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

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 1.

TO: Board of Directors

FROM: Executive Director

DATE: May 10, 2022

SUBJECT: Discussion and Approval of the updated Employee Handbook effective July 1, 2022

ISSUE: With the updates in California's employment law, updates are needed to our Employee Handbook to stay compliant with state and federal law.

BACKGROUND: Bella Mente's employee handbook is periodically updated by our legal counsel to ensure we remain compliant with all applicable laws and regulations. The last update to our handbook was in March 2021. This update coincided with the return to campus from the pandemic and included important updates based on COVID legislation.

FISCAL IMPACT/ FUNDING SOURCE: None

RECOMMENDATION: Approve the Employee handbook as presented by our legal counsel.

Respectfully Submitted,

Erin Feeley
Executive Director



**Bella Mente
Montessori
Academy**

A Free Public Charter School

Bella Mente Montessori Academy

Staff Handbook of Policies and Procedures

Effective July 1, 2022

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1. INTRODUCTORY POLICIES

1.1 Introductory Statement

Welcome! As an employee of Bella Mente Montessori Academy (the “School”), we hope you will find your employment to be both rewarding and challenging.

Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute to the success of the School.

This Employee Handbook (“Handbook”) sets forth the terms and conditions of employment for all employees of the School. The School reserves the right to change, suspend, revoke, terminate, or supersede provisions of this Handbook, or the policies and procedures on which they may be based, at any time. However, no modification or change to this Handbook will modify the policy of at-will employment unless specifically set forth in a writing, signed by the Executive Director of the School and the affected employee, and approved by the Board of Directors. Some employees of the School may be covered by employment agreements. If terms contained in a specific employment agreement conflict with the policies and procedures contained in this Handbook, the employee shall adhere to his or her employment agreement.

This Handbook contains the policies in effect at the time of publication. All previously issued handbooks and any inconsistent policies or memoranda are superseded. With the exception of the statement of at-will status, nothing in this Handbook constitutes, nor should be construed as, an implied or express contract of employment.

It is important that all employees read, understand, and follow the provisions of the Handbook. If you need further information, or if you wish to discuss any policy in this Handbook, please feel free to contact the Executive Director of the School or Human Resources.

Again, welcome to the School.

1.2 Mission

The mission of the School is to provide students with the opportunity to acquire an education based on a quality curriculum founded on the educational philosophy of Dr. Maria Montessori.

- We promote an educational atmosphere that encourages cultural, linguistic and socioeconomic diversity.
- At the end of the academic year, each Bella Mente scholar will be at or above grade level.
- Scholars will reach their full potential as independent lifelong learners with the skills, knowledge, and values to be compassionate members of a peaceful world.

- Scholars will have the skills to care for their bodies through healthy living.

At Bella Mente, we are a Leader in Me School. We feel the following are important for all of our students to embody:

- I am a Responsible Scholar because I take ownership and am accountable for my academic and social choices.
- I am a Respectful Scholar because I speak and act with care and treat all people and things with kindness.
- I am a Safe Scholar because I am considerate and I value myself, my school, and others.
- I am a Productive Scholar because I am prepared, organized, and focused on reaching my goals.
- As a Scholar my education is important to me and I strive to achieve my full potential.

1.3 Statement of At-Will Employment Status

Employment at the School is employment at-will. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the School. Similarly, your status (for example, position, duties, salary, promotions, demotions, etc.) may be changed at-will, with or without cause and with or without notice at any time. Nothing in this Handbook or in any document or statement shall limit the right to terminate your employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of your employment at its sole discretion. No manager, supervisor, or employee of the School has authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Any agreement that alters the "at-will" nature of employment must be set forth in writing signed by the Executive Director and affected employee and approved by the Board of Directors.

1.4 Open Door Policy

At some time or another, you may have a suggestion, complaint, or question about the School, your job, your working conditions, or the treatment you are receiving. We welcome your concerns, suggestions, complaints and questions, and encourage you to bring them to our attention. For issues other than prohibited harassment, discrimination, or retaliation, we ask that you take your concerns first to your supervisor, who will address the matter and provide a solution or explanation. If the problem is still not resolved, you may present it to Human Resources or the Executive Director of the School, preferably in writing, who will address your concerns.

1.5 Hiring Requirements

1.5.1 Certification

The School's teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment in accordance with applicable law. The School's teachers must obtain a Certificate of Clearance satisfying the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.

1.5.2 Tuberculosis Testing

No person shall be employed by the School unless he or she provides proof of having submitted to a tuberculosis (TB) risk assessment within the past 60 days and that no risk factors have been identified. If TB risk factors are identified, or as an alternative to the assessment, the applicant must submit proof that a qualified professional has determined he or she is free of infectious TB following testing and examination. The examination, if required, shall consist of an approved intradermal tuberculin test or any other test for infectious TB that is recommended by the federal Centers for Disease Control and Prevention and licensed by the federal Food and Drug Administration. If the test is positive, it shall be followed by an X-ray of the lungs. Each employee shall cause to be on file with the School a certificate from a qualified professional showing the employee was assessed or examined and found free of risk factors or of infectious TB (as applicable).

A person who transfers employment from another public school can meet these requirements by providing a certificate from a qualified professional that shows the person was found to be free of infectious TB within 60 days of initial hire, or the school previously employing the person verifies that the person has a certificate on file showing that the person is free from infectious TB.

An employee who has no identified risk factors or who tests negative for TB shall undergo the TB risk assessment and, if risk factors are identified, the examination, at least once every four years or more often if directed by the School's Board upon recommendation by the local health officer.

The risk assessment, and examination if necessary, is a condition of initial employment, and the expense incident thereto shall be borne by the applicant. The School shall reimburse current employees for the cost, if any, of the tuberculosis risk assessment and the examination.

1.5.3 Criminal Background Checks

It is the policy of the School to require fingerprinting and background checks for its employees consistent with legal requirements.

Human Resources and/or the Executive Director shall, on a case-by-case basis, determine whether a volunteer will have more than limited contact with pupils or consider other factors requiring a criminal background check for such a volunteer.

1.5.4 Immigration Compliance

The School is committed to full compliance with federal and state immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of his or her identity and legal authority to work in the United States no later than three business days after he or she begins work. Accordingly, all new hires must go through this procedure.

1.6 Workplace Anti-Violence Policy

The School is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the School has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on School-related business, or while operating any vehicle or equipment owned or leased by the School.

Acts or threats of physical violence, including, but not limited to, intimidation, harassment, and/or coercion, that involve or affect the School, occur on School property, or occur in the conduct of School business off property will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in School operations, including, but not limited to, School students, parents, employees, independent contractors, limited employees, vendors and anyone else on School property or conducting School business off property. Compliance with this anti-violence policy is a condition of employment. Due to the importance of this policy, employees who violate any of its terms, who engage in or contribute to violent behavior, or who threaten others with violence may be subject to disciplinary action, up to and including immediate termination and/or legal action as appropriate.

1.6.1 Workplace Violence Defined

Workplace violence includes, but is not limited to, threats of any kind; threatening, physically aggressive, or violent behavior, such as intimidation or attempts to instill fear in others; other behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of School property; defacing School property or causing physical damage to the facilities; and bringing weapons or firearms of any kind on School premises or while conducting School business on or off School property.

1.6.2 Enforcement/Complaint Procedure

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, student, parent, visitor, or anyone else, he or she must immediately

notify his or her supervisor, Human Resources, or the Executive Director. If these individuals are not available, report the incident to any other supervisor and report the incident to the Executive Director as soon as he or she is available.

If an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the law enforcement authorities by dialing 911. Immediately after contacting the law enforcement authorities, the employee must report the incident to their Supervisor.

Employees should immediately inform their supervisor or Executive Director about any workplace security hazards. If these individuals are not available, the employee should immediately inform any other supervisor so that appropriate action can be taken.

Furthermore, employees should notify Human Resources or the Executive Director if any restraining order involving the employee is in effect or if a potentially violent non-work-related situation exists that could result in violence in the workplace.

Any person who violates this policy on School property may be removed from the premises as quickly and safely as possible, at the School's discretion, and may be required to remain off School premises pending the outcome of an investigation of the incident.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the School will inform the reporting individual of the results of the investigation. To the extent feasible, the School will maintain the confidentiality of the reporting employee. However, the School may need to disclose information in appropriate circumstances (for example, in order to protect individual safety). In certain circumstances, the School may seek a workplace violence restraining order on behalf of one or more employees in furtherance of its commitment to providing a workplace that is free from acts of violence or threats of violence.

If the School determines that workplace violence has occurred, the School will take appropriate corrective action and may impose disciplinary action, up to and including termination.

There will be no retaliation against any employee who brings a complaint in good faith under the Workplace Anti-Violence Policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken against employees who, in bad faith, make false or frivolous accusations.

2. REASONABLE ACCOMMODATIONS, DISCRIMINATION, UNLAWFUL HARASSMENT, RETALIATION, AND COMPLAINT PROCEDURES

The School is committed to providing a professional work environment free from discrimination, unlawful harassment, and retaliation. Accordingly, the School has adopted the

following policies pursuant to the California Fair Employment and Housing Act, which are designed to prevent unlawful conduct in the workplace, encourage professional and respectful behavior in the workplace, promote the reporting of potential violations, and foster taking corrective action where appropriate.

All employees are expected to assume responsibility for maintaining a professional work environment in accordance with the following policies. As such, all employees who experience potential violations of the following policies are strongly encouraged to promptly report so that the School may have an opportunity to address and resolve any concerns. All other employees (particularly supervisors) are required to immediately report any potential violations of the following policies. The School is committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

2.1 Equal Employment Opportunity (Reasonable Accommodation)

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make a good faith effort to provide reasonable accommodations for the known physical or mental limitations of an otherwise qualified applicant or employee with a disability, unless undue hardship would result to the School. An applicant or employee who believes he or she requires an accommodation in order to perform the essential functions of the job should contact Human Resources and request such an accommodation, specifying what accommodation he or she needs to perform the job. The School will analyze the situation, engage in an interactive process with the individual, and respond to the individual's request.

The School will not discriminate against any individual in regards to compensation or any term or condition of employment because of a conflict with an individual's religious beliefs or observance and any employment requirement. To the extent an employment requirement conflicts with an individual's religious beliefs or observance, the School will explore potential reasonable accommodations and will make a good faith effort to implement reasonable accommodations unless an undue hardship would result. An applicant or employee who believes he or she requires a religious accommodation in order to perform any job requirement should notify Human Resources and request an accommodation.

Pregnancy and lactation accommodations may also be requested. Please refer to the Lactation and Pregnancy Disability Leave policies set forth herein for further information.

2.2 Equal Employment Opportunity (Discrimination)

Covered Individuals: This policy protects all employees of the School as well as interns, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

Discrimination: As used in this policy, “discrimination” means taking any adverse employment action against an employee or applicant in any aspect of employment, solely or in part based on the individual’s protected characteristics. Discrimination may include, but is not necessarily limited to, factoring an individual’s protected characteristics in hiring, promotion, compensation, or other terms and conditions of employment unless otherwise permitted by law.

Adverse Employment Action: As used in this policy, “adverse employment action” may include, but is not necessarily limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusal to promote or consider for promotion; denial of employment opportunities; change of an employee’s work assignments; failure to provide a workplace accommodation when required (i.e., disability, pregnancy, religion, transgender); failure to provide a leave of absence when required (i.e., medical, pregnancy, workers’ compensation, military, domestic violence); or any other unequal treatment based on the individual’s protected characteristics resulting in an adverse employment action.

Protected Categories: The School’s policy prohibits discrimination based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status (which includes undocumented individuals and victims of human trafficking) or related protected activities, protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

Scope of Policy: The School is an equal employment opportunity employer and is committed to complying with all applicable laws providing equal employment opportunities. As such, the School makes employment decisions, including, but not limited to, hiring, recruiting, firing, promotion, demotion, training, compensation, qualifications/job requirements, on the basis of merit and/or business necessity. Employment decisions are based on an individual’s qualifications as they relate to the job under consideration pursuant to legitimate business purposes.

If you believe you have been subjected to, witnessed, or have knowledge about discrimination, please follow the complaint procedure outlined below.

2.3 Unlawful Harassment

Covered Individuals: This policy protects all employees of the School as well as interns, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers. In addition, this policy prohibits unlawful harassment by any third parties. The School will take all reasonable steps to prevent or eliminate unlawful harassment by non-employees, including parents, students, vendors, contractors, and suppliers, who have workplace contact with our employees.

Protected Categories: The School's policy prohibits harassment based on race (which includes historically associated traits, such as hair styles and protective hair styles, e.g., braids, locks, and twists), religious creed (which includes religious dress and grooming practices), color, national origin (which includes, but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex (which includes pregnancy, childbirth, breastfeeding, and related medical conditions), gender, gender identity, gender expression, age, sexual orientation, military or veteran status (including state and federal active and reserve members as well as those ordered to duty or training), immigration/citizenship status (which includes undocumented individuals and victims of human trafficking) or related protected activities, protected medical leaves, domestic violence victim status, political affiliation, or any other consideration made unlawful by federal, state, or local laws, ordinances, or regulations. These categories include a perception that the individual has any of these characteristics or is associated with a person who has (or is perceived to have) any of these characteristics.

Unlawful Harassment: Prohibited unlawful harassment may include, but is not necessarily limited to, the following behavior pertaining to **any of the above protected categories**:

- **Verbal conduct** such as flirting, epithets, derogatory jokes or comments, voicemails, slurs or unwanted sexual advances, sexually suggestive innuendos, conversations regarding sexual activities, invitations, or comments (including, but not limited to, threats of deportation against applicants and employees and family members of applicants and employees, derogatory comments about immigration status or disability, or mockery of an accent or a language or its speakers) ("hostile work environment" harassment).
- Disrespectful or unprofessional conduct based on any of the protected categories listed above ("hostile work environment" harassment).
- Comments or conduct that consistently target one gender, even if the content is not sexual ("hostile work environment" harassment).

- **Visual conduct** such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, gestures, text messages, social media, instant messages, e-mails, letters, pictures, or gifts (“hostile work environment” harassment).
- **Physical conduct** such as assault, unwanted touching, blocking normal movement, or interfering with work because of any protected basis (“hostile work environment” harassment).
- Threats and demands to submit to sexual requests as a condition of continued employment or to avoid some other loss and offers of employment benefits in return for sexual favors (“quid pro quo” harassment).

Sexually harassing conduct does need not to be motivated by sexual desire and may include situations that began as reciprocal relationships but later ceased to be reciprocal.

Scope of Policy: The School is committed to providing a work environment free of unlawful harassment. This policy applies to all phases of employment, including, but not limited to, recruiting, testing, hiring, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training. In addition, this policy extends to conduct with a connection to an employee’s work, even when the conduct takes place away from the School’s premises, such as a School trip, off-site training, School-related social function, or social media activity (depending on the circumstances).

If you believe you have been subjected to, witnessed, or have knowledge about unlawful harassment, please follow the complaint procedure outlined below.

2.4 Retaliation

Covered Individuals: This policy protects all employees of the School as well as interns, volunteers, and potential employees (applicants). All employees of the School are required to abide by this policy, regardless of position or status, including supervisors, management, and co-workers.

Retaliation: As used in this policy, “retaliation” means taking any adverse employment action against an employee because he or she engaged in protected activity pursuant to this policy. Protected activity may include, but is not necessarily limited to, the following: opposing a practice or conduct the employee reasonably believes to be unlawful; reporting or assisting in reporting suspected violations of this policy (Section 2 of this Handbook); cooperating or participating in investigations or proceedings arising out of a violation of this policy (Section 2 of this Handbook); or engaging in any other activity protected by applicable law.

Adverse Employment Action: As used in this policy, “adverse employment action” means conduct or an action that materially affects the terms and conditions of the

employee's employment status or is reasonably likely to deter the employee from engaging in further protected activity. Adverse employment actions may include, but are not limited to, the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing an employee's work assignments for identifying harassment or other forms of discrimination in the workplace; treating an employee differently such as denying an accommodation; not talking to an employee (the "cold shoulder") when otherwise required by job duties; or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Any retaliatory adverse action because of protected activity may be unlawful and will not be tolerated. If you believe you have been subjected to, witnessed, or have knowledge about retaliation, please follow the complaint procedure outlined below.

2.5 Complaint Procedure—Discrimination, Unlawful Harassment, Retaliation

Duty to Report: All employees who believe they have been subjected to discrimination, unlawful harassment, and/or retaliation are **strongly encouraged** to promptly report the alleged violation(s) in accordance with the procedures set forth below. All employees (**particularly supervisors**) who believe they have witnessed or have knowledge of discrimination, unlawful harassment, and/or retaliation are required to immediately report the alleged violation(s) in accordance with the procedures set forth below. Immediate reporting allows the School to quickly and fairly resolve any complaints in the workplace.

In addition to reporting, any employee who experiences or witnesses conduct that the individual believes is unlawful is encouraged to tell the offending individual that the behavior is inappropriate and must be stopped, if the employee is comfortable doing so.

Where to Report Complaint to the School: Submit a complaint to your supervisor, Human Resources, any other supervisor within the School, or the Executive Director. There is no requirement to report your complaint to any designated supervisor within the School. Select the individual with whom you feel the most comfortable discussing your complaint. Do not report your complaint to any individual who has allegedly engaged in the inappropriate behavior that is the subject of your complaint.

Supervisors must report any and all conduct of which they are made aware, which violates, or may violate, policies regarding discrimination, unlawful harassment, or retaliation to Human Resources and the Executive Director. Supervisors who fail to report alleged violations may be subject to disciplinary action, up to and including termination.

Contents of Complaint: All complaints submitted pursuant to this policy can be done in writing or verbally. Your complaint should be specific and should include the names of the individuals involved, the names of any witnesses, and any supporting documentation. Employees may choose to submit their complaints anonymously.

Response to Complaint (Investigation): Upon notice of conduct requiring an investigation, the School will look into the facts and circumstances of the alleged violation, as appropriate. The School will attempt to resolve the situation by promptly undertaking an effective, thorough, and objective investigation through the use of “qualified personnel” and using methods that provide all parties with “appropriate due process.” The School’s investigation methods will vary depending on the nature of the complaint, the allegations, the witnesses, and other factors. All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

The School may investigate conduct in the absence of a formal complaint if the School has reason to believe that an individual has engaged in conduct that violates School policies or applicable law. Further, the School may continue its investigation even if the original complainant withdraws his or her complaint during the course of the investigation.

All employees are required to fully cooperate with the School’s investigation, which includes, but is not limited to, providing all pertinent information in a truthful manner, submitting pertinent documents in their possession, not interfering with the investigation in any manner, and maintaining an appropriate level of discretion regarding the investigation. Failure to do so may result in disciplinary action, up to and including termination.

During the investigation, the School will provide regular progress updates, as appropriate, to those directly involved. The School will strive to complete its investigation as efficiently as possible in light of the allegations and will reach any conclusions based on the evidence collected and credibility of the witnesses. At the completion of its investigation, the School will inform the complainant(s) and the accused of its findings to the extent permitted by applicable law.

Corrective Action: If the School determines that violations have occurred, the School will take appropriate corrective action in accordance with the circumstances involved, including appropriate action to deter future conduct. Examples of potential corrective action include, but are not limited to, written or verbal disciplinary action, suspension, reassignment, demotion, or termination, among others. In addition, the offending individual may be legally liable for his or her conduct, depending on the circumstances. Due to privacy protections, the School is not able to fully disclose its entire decision regarding corrective action to the complainant.

No Retaliation: There will be no retaliation against any employee who brings a complaint in good faith or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. Please refer to the School’s Retaliation Policy above for further information.

How to Report Complaint to Government Agencies: Employees who believe that they have experienced unlawful conduct under these policies may also file a complaint with the local office of the California Department of Fair Employment and Housing (“DFEH”) or the U.S. Equal Employment Opportunity Commission (“EEOC”). The DFEH and the California

Fair Employment and Housing Council (“FEHC”) as well as the EEOC can also order an employer to hire, reinstate, or promote a victim of discrimination, unlawful harassment, and/or retaliation or make other changes in the School’s policies. The address and phone number of the local DFEH and EEOC offices can be found online or dialing 800-FREE-411.

2.6 Training Requirements

The School requires all employees to abide by California’s training requirements, which includes training within six months of hire and retraining every two years thereafter. Employees who fail to complete this required training will be subject to disciplinary action, up to and including termination.

2.7 Whistleblower Protection

In accordance with applicable law, the School prohibits retaliation against any employee because of the employee’s refusal to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation, or for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation. The School also prohibits any retaliation against an applicant or employee, and does not discriminate against any applicant or employee, based on that applicant or employee’s “whistleblowing” activity against a former employer.

Employees with concerns about practices that are believed to be illegal or violate the School’s policies are encouraged to report them to their supervisor or Human Resources. Employees who come forward with credible information on practices believed to be illegal or violations of School policy will be protected from retaliation.

Any employee who reasonably believes that he or she is a victim of retaliation may also call a State of California “whistle-blower hotline” to report the retaliation: (800) 952-5665.

3. EMPLOYMENT POLICIES AND PRACTICES

3.1 Employee Classifications

Upon hiring, all employees are classified as exempt or non-exempt, full-time or part-time, and regular or limited. All employees are either exempt or non-exempt according to provisions of applicable wage and hour laws. An employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee. Because all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without cause or advance notice.

3.2 Exempt Employees

Pursuant to the federal Fair Labor Standards Act and applicable state laws, exempt employees are those who exercise the requisite degree of discretion and independent judgment and perform certain administrative, professional, and/or executive duties. Exempt employees are not entitled to overtime pay. Exempt employees are expected to report for work and perform their jobs in a regular and timely manner.

3.3 Non-Exempt Employees

Pursuant to the Fair Labor Standards Act and applicable state laws, non-exempt employees are entitled to overtime pay in accordance with applicable law. Non-exempt employees may have to work hours beyond their normal schedules as work demands require. Non-exempt employees are required to take meal and rest periods in the manner described in this Handbook.

3.4 Regular Employees

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

3.5 Regular Full-Time Employees

An employee who is regularly scheduled to work and regularly works at least 30 hours per week is considered a regular full-time employee. Generally, full-time employees may be eligible for School benefits, such as health care plans, vacation, holidays, and sick leave. Eligibility and/or entitlements to certain benefits may vary depending on the number of hours the full-time employee is regularly scheduled to work (i.e., hours regularly scheduled each week between 30 and 40 hours). However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may be an instance in which a full-time employee is eligible for some but not all of these benefits.

3.6 Regular Part-Time Employees

An employee who is regularly scheduled to work and regularly works less than 30 hours per week is considered a regular part-time employee. Regular part-time employees are eligible for paid sick leave as provided in this Handbook, but are generally not eligible for other School benefits, except as otherwise required by law. However, eligibility for each School benefit is ultimately governed by the applicable policy, plan document, and/or applicable law. Thus, there may be an instance in which a regular part-time employee is eligible for one or more of these benefits.

3.7 Limited Employees

An employee who is hired for a particular project or job of limited or indefinite duration is considered a limited employee. A limited employee is not eligible to earn, accrue, or participate in any School benefits program, except as otherwise required by law.

A limited employee will not change from one status to any other status or classification simply because of the number of hours that the employee is scheduled to work or the length of time spent as an employee. The status of a limited employee may change only if the employee is notified of the change in status, in writing, by Human Resources.

3.8 Job Duties

Your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects or to assist with other work necessary or important to the operation of your department or the School. Your cooperation and assistance in performing such additional work is expected.

The School reserves the right, at any time, with or without notice, to transfer, demote, suspend, administer discipline, change job responsibilities, and change the terms and conditions of employment at its sole discretion.

3.9 Payment of Wages

Employees are paid bi-monthly on the 10th and 25th of each month. If a payday falls on a weekend or holiday, employees will be paid on the preceding workday. Employees are required to report any overpayment of wages to Human Resources. Any discrepancies or shortages in the calculation of wages should be reported as soon as possible after payday. The School reserves the right to change its payroll schedule at any time as it deems necessary.

Teachers working a full school year may elect a Summer Hold Back (salary deferral) during orientation. Summer Hold Back will “hold back” salary for the employee so that the employee will receive equal payments over 12 months instead of 10 months.

3.10 Overtime

All non-exempt employees are required to obtain approval from their supervisor prior to working overtime. Failure to obtain such approval may subject an employee to discipline, up to and including termination. Overtime compensation will be paid in accordance with all state and federal laws. Exempt employees are not entitled to overtime.

3.11 Work at Home (Non-Exempt Employees)

Non-exempt employees may not take work home after regular working hours. All work must be performed at approved School work sites and during regularly scheduled hours unless otherwise directed by an employee’s supervisor. Any exceptions require advanced

written approval from Human Resources. The School expects that all non-exempt employees will accurately record all of the time that they work, regardless of where they perform the work. Working remotely without advanced written approval may result in disciplinary action, up to and including termination.

3.11.1 Accessing the School's Information Systems Remotely

In general, non-exempt employees should not access the School's information systems remotely. If a non-exempt employee is specifically authorized by his/her Supervisor to remotely access the School's information systems for any reason, all time that the employee spends performing School-related work must be recorded by the employee as time worked on his/her time card. Non-exempt employees are prohibited from working remotely or accessing the School's information systems remotely without the actual knowledge and written approval of their direct Supervisor and Human Resources.

Additionally, any employee who is given remote access to the School's information systems must abide by the School's policies and procedures as they relate to information security. If there is any breach of the School's information systems, the employee must immediately report the suspected breach to the employee's supervisor and/or Human Resources.

3.12 Workday and Workweek

For purposes of calculating overtime, the School's standard workweek begins on Sunday at 12:00 a.m. and ends on Saturday at 11:59 p.m. The School's standard workday is 12:00 a.m. to 11:59 p.m. each day.

3.13 Meal and Rest Periods

The School prioritizes compliance with California's meal and rest period laws. All non-exempt (hourly) employees are required to abide by these requirements.

3.13.1 Meal Periods

All non-exempt employees must take an uninterrupted unpaid meal period of at least 30 minutes for each work period in excess of 5 hours in accordance with this policy. Further, all non-exempt employees must take a second uninterrupted unpaid meal period of at least 30 minutes for each work period in excess of 10 hours in accordance with this policy.

Employees must begin their first unpaid meal period within five hours of starting work. For example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her meal period no later than 12:00 p.m. (noon). Further, employees must begin their second unpaid meal period (if applicable) within ten hours of starting work. For

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example, if the employee begins working at 7:00 a.m., then the employee must clock out to begin his or her second meal period no later than 5:00 p.m.

An employee whose work period is 5 to 6 hours may waive, in writing, his or her right to a first meal period. Further, an employee may waive his or her right to a second meal period for a work period as long as the employee does not work more than 12 hours and did not waive his or her first meal period for that work period. The School offers written Meal Period Waiver Agreements that govern an employee's entire employment, which are voluntary and may be revoked at any time, to document the employee's waiver of first or second meal periods.

Employees are eligible for the following number of meal periods:

Length of Work Period in Hours	# of Meal Periods	Explanation
0 to ≤ 5	0	An employee whose work period is 5 hours or less is not entitled to a meal period.
> 5 to ≤ 10	1	An employee whose work period is more than 5 hours up to and including 10 hours is eligible to take a 30-minute uninterrupted unpaid meal period, unless the employee's work period is 6 or fewer hours and voluntarily waives his or her first meal period.
> 10	2	An employee whose work period is more than 10 hours is eligible to take a second uninterrupted unpaid 30-minute meal period, unless the employee's work period is 12 or fewer hours, did not waive his or her first meal period, and voluntarily waives his or her second meal period.

Employees must take their meal periods according to the following schedule:

Which Meal Period	When
First Meal Period	An employee's first unpaid meal period must begin within 5 hours of starting work for that work period (in other words, by the end of the fifth hour of work or 5 hours and 0 minutes on the clock). By way of example, if

Which Meal Period	When
	an employee clocks in at 8:00 a.m., then the employee must clock out and start his or her meal period no later than 1:00 p.m.
Second Meal Period	An employee's second unpaid meal period must begin within 10 hours of starting work for that work period (in other words, by the end of the tenth hour of work or 10 hours and 0 minutes on the clock). By way of example, if an employee clocks in at 8:00 a.m., then the employee must clock out and start his or her second meal period no later than 6:00 p.m.

During meal periods, employees are absolutely prohibited from performing work of any kind or any amount. Employees are excused from all duties and are free to leave the premises. Employees must record the exact start and stop times of each meal period through the School's timekeeping system so that the School may monitor time records for compliance. Employees may not join together required meal periods to take a longer break.

3.13.2 Rest Periods

All non-exempt employees are authorized, permitted, and strongly encouraged to take a 10-minute paid rest period for every 4 hours worked or major fraction thereof. Ordinarily, this amounts to two 10-minute rest periods per 8-hour work period.

Employees are eligible for the following number of rest periods:

Length of Work Period in Hours	# of Rest Periods	Explanation
0 to < 3.5	0	An employee whose work period is less than 3.5 hours is not entitled to a rest period.
≥ 3.5 to ≤ 6	1	An employee whose work period is 3.5 hours up to and including 6 hours is eligible to take one paid rest period.
> 6 to ≤ 10	2	A non-exempt employee whose work period is more than 6 hours up to and including 10 hours is eligible to take two paid rest periods.
> 10 to ≤ 14	3	A non-exempt employee whose work period is more than 10 hours up to and including 14 hours is eligible to take three

Length of Work Period in Hours	# of Rest Periods	Explanation
		paid rest periods.

Employees whose work period is more than 14 hours may be eligible for additional rest periods. Please contact Human Resources for more information.

Whenever practicable, non-exempt employees should take their rest periods near the middle of each 4-hour work period. Non-exempt employees may not accumulate rest periods or use rest periods as a basis for starting work late, leaving work early, or extending a meal period. Because rest periods are paid, non-exempt employees should not clock out for them.

3.13.3 Daily Meal Period and Rest Period Reporting Form

Any employee who misses a meal or rest period or who experiences a late, short, or interrupted meal period—for any reason—must immediately report this issue to his or her supervisor and complete a Daily Meal Period and Rest Period Reporting Form. Employees may obtain the Daily Meal Period and Rest Period Reporting Forms from Human Resources. The employee must fill out all fields on the form, including providing a thorough explanation for the non-compliant meal or rest period. The employee must complete and turn in this form to his or her supervisor on the same workday that he or she experienced the non-compliant meal or rest period. The employee's supervisor is required to review and approve the form and submit the completed form to Human Resources by the end of the following business day.

If an employee voluntarily chooses to miss a meal or rest period or take a late, short, or interrupted meal period (e.g., I chose to take my lunch later in the day or I chose to refuse an "authorized" meal period at the time provided by the School), the employee is not entitled to premium pay (one additional hour of pay). If an employee involuntarily experiences a missed meal or rest period or a late, short, or interrupted meal period (e.g., my supervisor asked me to attend a meeting that caused me to miss or take a late meal period), the employee is entitled to premium pay. Employees must report the reason for the non-compliant meal or rest period on the Daily Meal Period and Rest Period Form.

3.13.4 Responsibilities

Non-exempt employees are required to take their meal and rest periods in accordance with this policy. If you encounter any challenges with taking meal or rest periods in accordance with this policy, please immediately contact your supervisor or Human Resources.

Supervisors may not pressure or coerce employees to take late, short, or interrupted meal and rest periods or to skip their meal and rest periods. If you feel pressured or coerced, report it to Human Resources.

3.13.5 Discipline

Failure to comply with the School's policy regarding meal and/or rest periods can lead to discipline, up to and including termination.

3.14 Timekeeping

To ensure compliance with all applicable laws, non-exempt employees must accurately record all hours worked using the School's timekeeping system. This means they must clock in and out using the electronic time clock whenever they begin, cease, or resume working during the course of a workday. While employees need not clock out and in during rest periods, **all non-exempt employees must clock out and in during their meal periods.** Under no circumstances may one employee clock in or out for another employee. Exempt employees may also be expected to clock in and out or record their total time worked and report absences from work due to personal needs or illness.

Recording inaccurate time on your electronic or paper timesheet or recording time on another employee's electronic or paper time-sheet is a violation of the School policy and may result in discipline, including immediate termination. Non-exempt employees are strictly prohibited from working "off the clock" or failing to record all time worked. Falsification of any timesheet or any other violation of this policy may result in disciplinary action, up to and including termination.

3.15 Make up Time

On occasion, nonexempt employees may need to take time off during their regularly scheduled workday to attend to personal obligations. Requests for such time off must be coordinated with and approved by your supervisor in advance via a request form. Employees may request, in writing, to make up the lost hours but are not guaranteed their request will be accepted. To avoid incurring overtime, employees may not work more than eleven hours in one workday or forty hours in the workweek, and the make up hours must be worked in the same workweek as the missed hours. The signed, written request to make up time should specify the date, time and amount of personal time off the employee wishes to take, and the date (or dates), time and amount of time the employee wishes to work to make up all or part of the time off for personal reasons.

3.16 Personnel Records

To keep our personnel records accurate and to comply with state and federal laws, you must notify your supervisor immediately of any change(s) in the following personnel information:

- Your name (whether by marriage or otherwise).
- Your email address, home address, and telephone number.

- Whom to inform in case of an emergency, including names and home/cell and work telephone numbers and addresses.
- Withholding tax information (your marital status and correct number of dependents).
- Completion of education.
- Status of certifications/licenses/credentials.
- Change of beneficiary on group life insurance.

3.17 Employee References

All requests for references must be directed to Human Resources. No other manager, supervisor, or employee is authorized to release references for current or former employees. The School's policy as to references for employees who have left the School is to disclose only the dates of employment and the title of the last position held. If you authorize disclosure in writing, the School will also provide a prospective employer with the information on the amount of salary or wage you last earned.

3.18 Performance Evaluations

Employees will receive periodic performance evaluations. The Executive Director or your immediate supervisor will conduct the evaluation and discuss it with you. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations should help you become aware of your progress, areas for improvement, and objectives or goals for future work performance.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your supervisor and that you are aware of its contents.

The School's provision of performance evaluations does not alter the at-will employment relationship. Nothing in this policy shall limit the right to terminate your employment at-will or limit the School's right to transfer, demote, suspend, administer discipline, and change the terms and conditions of your employment at its sole discretion. Failure by the School to evaluate the employee will not prevent the School from transferring, demoting, disciplining, or terminating an employee. Employment is at the mutual consent of the

employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

3.19 Conflicts of Interest

While employed by the School, employees owe a duty of loyalty to the School and are required to avoid any situation that presents an actual or potential conflict of interest. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the School's business dealings. For purposes of this policy, "relatives" are defined to include spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Instances where an actual or potential conflict of interest may arise include, but are not limited to, the acceptance of gifts, engaging in outside activities, and personal and familial relationships.

Notwithstanding this policy, if an employee is a "designated employee" under the Board's Conflicts of Interest Code (adopted pursuant to the Political Reform Act), then the employee must comply with those provisions in addition to this policy.

3.19.1 Gifts

Improper personal gain may result not only where an employee or relative has a significant ownership interest in a company with which the School does business but also when an employee or relative of the employee receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the School. The receipt of occasional flowers, candy or gifts worth less than \$50.00 in connection with school business falls outside the intent of this policy and acceptance of such items is permissible. However, employees must obtain written approval from Human Resources before accepting any item worth in excess of \$50.00 from students or parents. Teaching staff and other staff members are not permitted to give gifts of significant value to students or parents.

3.19.2 Outside Activities

The School recognizes the right of employees to engage in activities outside of their employment that are of a private nature and unrelated to the School's business. However, employees may not engage in any outside activity, including outside employment, which presents an actual or potential conflict of interest. Such outside activities must not affect the employee's work hours, interfere or conflict with the employee's job duties, raise any ethical or conflict of interest concerns, or create any conditions that may impact the employee's job performance. Each employee must disclose any outside activities he or she wishes to pursue so that the School may assess and prevent potential or actual conflicts of interest from arising. The employee is required to obtain written approval that such outside activities does not create an actual or potential conflict of interest from Human Resources before engaging in such outside activities.

Employees also may not use the School's name, logo, supplies, equipment, or other property in connection with any outside activities. If you have any questions regarding the

potential impact of any outside activities, including outside employment, please contact Human Resources prior to engaging in such activity.

3.19.3 Personal and Familial Relationships

Employees have an obligation to place the School's interests before their own and to exercise good judgment on behalf of the School. Personal involvement with a parent, vendor, supplier, or subordinate employee of the School, which impairs an employee's ability to exercise good judgment on behalf of the School, creates an actual or potential conflict of interest. An employee involved in any such relationship must immediately and fully disclose the circumstances to Human Resources for a determination as to whether a conflict exists. If an actual or potential conflict of interest exists, the School will take appropriate corrective action according to the circumstances, up to and including termination.

Relatives of employees may be eligible for employment with the School only if the individuals involved do not work in a direct supervisory relationship or in job positions in which an actual or potential conflict of interest could arise. Current employees who marry will be permitted to continue working in the same job positions held only if they do not work in direct supervisory relationship with one another or in job positions involving conflicts of interest. If relatives are found to be employed in any of these prohibited job positions, the School will take appropriate action to eliminate the conflict, including possibly requiring one or both employees to accept a transfer to another position or to resign.

Failure to comply with the Conflicts of Interest Policy may result in disciplinary action, up to and including termination.

3.20 Discipline

Inappropriate conduct, such as violation of School policies and rules and/or poor performance, may warrant disciplinary action. Under appropriate circumstances, the School may subject an employee to a range of disciplinary action that includes, but is not limited to, verbal warnings, written warnings, suspension, or termination. The system is not formal, and the School may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to and including immediate termination of employment. The School's use of varying forms of discipline does not alter the at-will employment relationship in any way. Employment is at the mutual consent of the employee and the School. Accordingly, either the employee or the School can terminate the employment relationship at-will, at any time, with or without reason and with or without notice.

3.21 Voluntary Termination

Although employment with the School is at-will, the School requests that an employee who intends to voluntarily leave his or her employment with the School provide appropriate written notice to their supervisor or Human Resources. This advance notice will provide your supervisor adequate time to complete the termination process and ensure a smooth transition for your departure from the School. All School-owned property (laptops, cell phones,

student files, student grades and work product, lesson plans, keys, files, identification badges, credit cards, etc.) must be returned immediately upon termination of employment.

Except as otherwise provided by law, an employee who fails to report to work for three or more consecutively scheduled workdays without notice to, or approval by his or her supervisor, will, in most cases, be deemed to have voluntarily terminated his or her employment with the School.

4. STANDARDS OF CONDUCT

4.1 Prohibited Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare, and the School's operations also may be prohibited. Violation of the following standards may result in disciplinary action, up to and including immediate termination:

- Falsification of employment records, employment information, or other School records. This includes making false statements or omitting material information in the application procedure for employment.
- Falsifying any time record.
- Theft, damage, or destruction of any School property or the property of any employee, student or parent.
- Removing or borrowing School property without prior authorization.
- Unauthorized use of School equipment, time, materials, or facilities.
- Provoking a fight or fighting during working hours or on School property or during a School-related activity.
- Participating in horseplay on School time or on School premises.
- Carrying firearms or any other dangerous weapons on School premises at any time or during a School-related activity.
- Causing, creating, or participating in a disruption of any kind during working hours on School property or during a School-related activity.
- Insubordination, including, but not limited to, failure or refusal to obey the legitimate orders or instructions of a supervisor or administrator, or the use of abusive or threatening language toward a supervisor or administrator.

- Using abusive, profane, threatening, indecent, or foul language and/or having inappropriate physical contact with students, parents, or other employees at any time on School premises or during a School-related activity.
- Unreported and/or unexcused absences.
- Failure to observe working schedules, including meal and rest periods.
- Sleeping or malingering on the job.
- Working overtime without authorization or refusing to work assigned overtime (non-exempt employees only).
- Working “off the clock” or failing to record or report all hours worked (non-exempt employees only).
- Failing to keep confidential information pertaining to parents, students, employees, or vendors.
- Violation of any safety, health, security, or other School policies, rules, or procedures.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Engaging in unlawful harassment, discrimination, or retaliation.
- Making false or malicious statements about any employee, parent or student, or about the School.
- Poor personal hygiene and grooming habits unless otherwise protected by law.
- Gambling of any type on School premises or during a School-related activity.
- Violation of the Drug and Alcohol Abuse Policy, including, but not limited to, refusing to submit to a drug/alcohol test mandated by the School.
- Unauthorized use of cameras or other recording devices on School premises or during a School-related activity.
- Intentionally supplying false information in order to obtain a leave of absence or other benefits from the School.

- Poor attendance, including, but not limited to, habitual tardiness and/or absenteeism, leaving early without permission, absence from work without permission, and abuse of time during work hours, to the extent permitted by law.
- Unsatisfactory work performance.
- Unfit for service, including the inability to appropriately instruct or associate with students.
- Performing unauthorized work on School time.
- Failure to observe designated areas limiting smoking, eating, drinking, or other activities.
- Smoking or using tobacco products on School property.

This statement of prohibited conduct does not alter the School's policy of at-will employment. The School and you retain the right to terminate the employment relationship at any time, with or without reason or advance notice.

4.2 Employee-Student Relations Policy

While the use of appropriate touching is part of daily life and is important for student development, teachers and other staff members must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that he or she not be touched, then that request should be honored to the extent possible.

4.2.1 Boundaries Defined

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

4.2.2 Unacceptable and Acceptable Behavior

Some activities may seem innocent from an employee's perspective, but may be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between employees and students but to prevent relationships that could lead to, or may be perceived as inappropriate or sexual misconduct or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and a minor) and desensitizing the minor to various forms of touching and other intimate interaction.

Employees must understand their own responsibilities for ensuring that they do not cross the boundaries as written in this policy. If a student specifically requests that he or she not be touched, then that request must be honored. Violations could subject the teacher or staff member to discipline up to and including termination. Disagreeing with the wording or intent of these established boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities.

(a) Unacceptable Behavior

This list (and any subsequent lists) is not meant to be all-inclusive, but rather, illustrative of the types of behavior we intend to address by this policy:

- Giving gifts to an individual student that are of a personal and intimate nature (including photographs); or items such as money, food, outings, electronics, etc. without the written pre-approval of the Principal or School Leader. It is recommended that any such gifts be approved by Human Resources along with the rationale therefor;
- Kissing of ANY kind;
- Massage (Note: Prohibited in athletics unless provided by massage therapist or other certified professional in an open public location. Coaches may not perform massage or rub-down. Permitted in special education only as instructed under an IEP or 504 plan);
- Full frontal or rear hugs and lengthy embraces;
- Sitting students on one's lap (grades 3 and above);
- Touching buttocks, thighs, chest or genital area;
- Wrestling with students or other staff member except in the context of a formal wrestling program;
- Tickling or piggyback rides;
- Any form of sexual contact;
- Any type of unnecessary physical contact with a student in a private situation;
- Intentionally being alone with a student away from School;
- Furnishing alcohol, tobacco products, or drugs to a student or failing to report knowledge of such conduct;

- “Dating” or “going out with” a student;
- Remarks about physical attributes or physiological development of anyone. This includes comments such as “Looking fine!” or “Check out that [body part].”
- Taking photographs or videos of students for personal use or posting online;
- Leaving campus alone with a student for lunch;
- Undressing in front of a student;
- Making, or participating in, sexually inappropriate comments;
- Sexual jokes or jokes/comments with sexual overtones or double entendres;
- Sharing a bed, mat, or sleeping bag with a student;
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of a school employee;
- Listening to or telling stories that are sexually oriented;
- Discussing your personal troubles or intimate issues with a student;
- Becoming involved with a student such that a reasonable person may suspect inappropriate behavior;
- Giving students a ride to/from School or School activities without the express, advance written permission of the Executive Director and the student’s parent or legal guardian;
- Being alone in a room with a student at the School with the door closed and/or windows blocked from view;
- Allowing students at your home and/or in rooms or areas within your home without signed parental permission for a preplanned and precommunicated educational activity which must include the presence of another educator, parent, or designated School volunteer;
- Excessive attention toward a particular student;
- Mirroring the immature behavior of minors;
- Sending e-mails, text messages, instant messages, social media messages, or letters to students or making phone calls or sending notes if the content is not about School activities. Communication via private social media accounts is prohibited;

- Being “friends” with a student on any personal or non-School social media website;
- Communicating with students or parents/guardians in violation of the School’s Social Media Policy;
- Engaging in inappropriate and/or unprofessional communications with students on School social media;
- Using profanity with or to a student;
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee’s employment issues; and
- Inflicting, or causing to inflict, corporal punishment upon a student. “Corporal punishment” means willful infliction of, or willfully causing the infliction of, physical pain on a pupil.

(b) Acceptable Behavior

The following is an illustrative list of acceptable and recommended behavior, which includes, but is not limited to:

- Pats on the shoulder or back;
- Side hugs;
- Handshakes;
- “High-fives” and hand slapping;
- When age appropriate, touching face to check temperature, wipe away a tear, remove hair from face, or other similar types of contact;
- Obtaining parents’ written consent for any after-school activity on or off campus (exclusive of tutorials);
- Placing TK through second grade students on one’s lap for purposes of comforting the child for a short duration only;
- Holding hands while walking with small children or children with significant disabilities;
- Assisting with toileting of small or disabled children in view of another staff member;
- Touch required under an IEP or 504 Plan;

- Reasonable restraint of a violent person to protect self, others, or property;
- Obtaining formal approval from Principal to take students off School property for activities such as field trips or competitions, including parental written permission and waiver form for any sponsored after-school activity whether on or off campus;
- E-mails, text messages, phone conversations, and other communications, if permitted, to and with students must be professional and pertain to School activities or classes (communication should be initiated via transparent, non-private School-based technology and equipment);
- Keeping the door wide open when alone with a student;
- Keeping reasonable and appropriate space between you and the student;
- Stopping and correcting students if they cross your own personal boundaries (including touching your legs, or buttocks, frontal hugs, kissing or caressing);
- Keeping administration informed when a significant issue develops about a student, such as a change in demeanor or uncharacteristic behavior;
- Keeping after-class discussions with a student professional and brief;
- Immediately asking for advice from senior staff or administrators (such as the Principal) if you find yourself in a difficult situation related to boundaries;
- Involving your supervisor if conflict arises with a student;
- Involving the Principal in discussions about situations related to boundaries that have the potential to become more severe (including, but not limited to, grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult);
- Making detailed notes about an incident that, in your best judgment, could evolve into a more serious situation later;
- Recognizing the responsibility to stop unacceptable behavior of students and/or coworkers;
- Asking another employee to be present if you will be alone with any student who may have severe social or emotional challenges;
- Asking another employee to be present, or within close supervisory distance, when you must be alone with a student after regular School hours;
- Prioritizing professional behavior during all moments of student contact;

- Asking yourself if any of your actions which are contrary to these provisions are worth sacrificing your job and career.

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

4.2.3 Reporting Violations

When any employee becomes aware of another employee (or volunteer, guest or vendor) having crossed the boundaries specified in this policy, or has a reasonable suspicion of misconduct, he or she must promptly report the suspicion to the Principal or Human Resources. Prompt reporting is essential to protect students, the suspected employee, any witnesses, and the School as a whole. Employees must also report to the administration any awareness of, or concern about, student behavior that crosses Boundaries or any situation in which a student appears to be at risk for sexual abuse. All reports will be kept as confidential to the extent possible.

4.2.4 Child Physical/Sexual Abuse and Neglect Reporting

If, within your professional capacity or within the scope of your employment, you observe or gain possession of knowledge that a child has been a victim of child abuse or sexual abuse or neglect, or you reasonably suspect it, California Penal Code Section 11166 requires you to immediately report this information or suspicion to a child protective agency or the police. Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on the person's training and experience, to suspect child abuse or neglect. It does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. The report shall be made by phone as soon as possible and a subsequent written report must be sent within 36 hours of your knowledge or suspicion of the abuse. Internal reporting to the Executive Director occurs after the phone-in report.

4.2.5 Investigating

The Executive Director will promptly investigate any allegation of a violation of the Employee-Student Relations Policy, using such support staff or outside assistance as he or she deems necessary and appropriate under the circumstances, unless the allegation also constitutes a reportable allegation under California Penal Code section 11166. In the event the allegation also constitutes such a reportable allegation, the Executive Director shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up such report with a written report within thirty-six (36) hours.

If the allegation is only a violation of the Employee-Student Relations Policy, but not a violation of California Penal Code section 11166, the Executive Director or other appropriate administrator shall conduct an investigation as set forth above. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, will protect the privacy interests of any affected student(s) and/or employee(s), including any potential witnesses, to the fullest extent possible.

4.2.6 Violations

Violations of this policy may result in disciplinary action, up to and including termination. When appropriate, violations of this policy may also be reported to authorities for potential legal action.

4.3 Solicitations, Distributions, and Access

In order to maintain and promote efficient operations, discipline, and security, the School maintains rules applicable to all employees that govern solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply with these rules, which will be strictly enforced. Any employee who is in doubt concerning the application of these rules should immediately consult with his or her supervisor. These rules are:

1. No employee shall sell merchandise or solicit or promote support for any cause or organization during his or her working time or during the working time of the employee(s) at whom such activity is directed. As used in these rules, working time excludes meal and rest break periods.
2. No employee shall distribute or circulate any written or printed material, other than those approved by management for School purposes, in work areas at any time or during his or her working time or during the working time of the employee(s) at whom such activity is directed. Employees are not permitted to post notices or written material on School property without the approval of Human Resources. As used in this section, working areas excludes designated meal and break rooms.
3. No employee shall enter or remain in School work areas for any purpose except to report for, be present during, and conclude a work period. Non-exempt employees must not begin work and clock in at his or her working area more than 3 minutes before they are scheduled to begin and must stop work and clock out from his or her work area no later than 3 minutes after their work scheduled for the day is completed. Work area does not include School parking lots, gates, or other similar outside areas unless an employee is assigned to work in such areas.
4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on School property.

5. Non-employees must sign in at the front office before entering School property.

Violations of this policy may result in disciplinary action, up to and including termination.

4.4 Bulletin Boards

The School uses bulletin boards to communicate important business information such as safety rules, statutory and legal notices, School policies, and management memos. Each employee has the responsibility to read the information that is posted on bulletin boards. Employees may not post material on bulletin boards without the approval of Human Resources.

4.5 Drug and Alcohol Abuse Policy

It is the intent of the School to promote a safe, healthy and productive work environment for all employees. We believe our employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves and to other employees. We are therefore committed to maintaining a safe and healthy workplace free from the influence of alcohol and drugs. We hope all employees will join with us in achieving our goal of a safe and productive drug-free workplace.

For purposes of this policy, “illegal drugs” includes, but is not limited to, substances that are prohibited by law (such as cocaine, heroin, etc.), controlled substances, and prescription drugs (if they are not prescribed for the person using them and/or not being used as prescribed). “Marijuana” means and includes medicinal marijuana, marijuana vaping or other recreational marijuana use. “Drug paraphernalia” means any accessory for the use, possession, manufacture, distribution, dispensation, purchase, or sale of illegal drugs. “Under the influence” means that the employee is affected by alcohol, prescription medication that impairs cognitive or physical functions, marijuana and/or illegal drugs in any detectable manner.

The School complies with all Federal and State regulations regarding drug use while on the job. This policy prohibits the following:

- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia or alcohol during working hours, including meal and break periods, or in the presence of pupils;
- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol on School property at any time;
- Use, possession, purchase, or offer for sale of illegal drugs, marijuana, drug paraphernalia, or alcohol while attending a School function or event;

- Storing alcohol (if unauthorized), illegal drugs, marijuana, or drug paraphernalia in a locker, desk, automobile, or other repository on the School's premises;
- Refusing to submit to an inspection or testing when requested by the School;
- Being under the influence of illegal drugs, marijuana, prescription medication that impairs cognitive or physical functions and/or alcohol during working hours, while on the School's premises and/or attending a School function or event;
- Conviction under any criminal drug statute for a violation occurring in the workplace; or
- Failure to keep all prescribed medicine in its original container.

In addition, if you are required to take any kind of prescription or nonprescription medication that will affect your ability to perform your job, you are required to report this to Human Resources. Human Resources will determine if it is necessary to temporarily place you on another assignment or take other action as appropriate to protect the safety of you, other employees and students.

This policy will not be construed to prohibit the use of alcohol at social or School-related functions sponsored by the School where alcohol is served. However, employees must remember their obligation to conduct themselves appropriately at all times while at School-sponsored functions or while representing the School.

The School may at times conduct unannounced searches of School property for alcohol, illegal drugs, marijuana, drug paraphernalia, and/or unauthorized controlled substances or to ensure compliance with any other School-related policy. The School's property includes, but is not limited to, desks, cabinets, lockers, any furniture, storage space or room, and rooms normally used to store employees' personal property. The School reserves the right to search and inspect the School's property for business-related purposes and/or to ensure compliance with School policies. As a result, employees do not have an expectation of privacy in this regard.

Violation of this Drug and Alcohol Abuse Policy may result in disciplinary action, up to and including termination, at the School's sole discretion.

Employees should be aware that participation in a rehabilitation program will not necessarily prevent the imposition of disciplinary action, including termination, for violation of this policy. Employees who undergo voluntary counseling or treatment and who continue to work, if any, must meet all established standards of conduct and job performance.

Compliance with this Drug and Alcohol Abuse Policy is a condition of employment at the School. Failure or refusal of an employee to cooperate fully, sign any required document, submit to any inspection, or follow any prescribed course of substance abuse treatment will result in discipline, up to and including termination.

Because the use, sale, purchase, possession, or furnishing of an illegally obtained substance is a violation of the law, the School may report such illegal drug activities to an appropriate law enforcement agency.

The School may require a test by intoxilator, blood test, urinalysis, medical examination, or other drug/alcohol screening of those persons whom the School reasonably suspects of using, possessing, or being under the influence of a drug or alcohol. Such testing will be conducted if two or more employees observe an employee acting in such a manner to raise suspicion that the employee is under the influence of an illegal drug, marijuana or alcohol or is acting in such a manner that they may harm themselves, another employee or students. Any refusal to submit to such testing will be considered a positive screen. An employee's consent to submit to such a test is required as a condition of employment, and an employee's refusal to consent may result in disciplinary action, including termination for a first refusal or any subsequent refusal. The School shall determine the manner in which such testing is conducted with the goal being to ensure that the test results are accurate.

Such a test may also be required of employees involved in any work-related accident or unsafe practice where the safety of the employee or other employees was jeopardized. Periodic retesting may also be required following positive test results or after any violation of this policy or rehabilitation.

4.6 Schedule and Working Hours

The School's administration office hours are 8:00 a.m. to 4:00 p.m., Monday through Friday, however some departments may vary. All employees will be assigned a work schedule suitable for their job assignment and will be expected to begin and end work according to the schedule. Please note that schedules may vary depending on a variety of factors including whether you work during the academic year or on an annual basis. The Executive Director or your supervisor will assign your individual work schedule. In order to accommodate the needs of our school, it may be necessary to change individual work schedules on either a short-term or long-term basis. All employees are expected to be at their desks or workstations at the start of their scheduled shift, ready to work. If you need to modify your schedule, request the change with Human Resources or your supervisor. All schedule changes or modifications must be approved by the Executive Director.

4.6.1 Teachers

The work schedule for teachers shall include onsite hours. A normal workday for teachers begins at 7:30a.m. and ends at 4:00p.m. All exempt teaching staff are expected to be present on campus from 7:30a.m. to 4:00p.m. It is expected that teachers will attend professional development days, night performances, parent meetings in the evening, orientation, and other school events that may occur on the weekend. Teachers shall be present at additional times as may be reasonably necessary.

4.6.2 All Other Employees

Normal operating hours at the School are 7:30 a.m. to 4:00 p.m. Monday through Friday. Your supervisor will assign your work schedule. Once assigned, this work schedule can be changed by your supervisor at any time for such reasons as to better serve the students, fluctuations in the School's calendar, or the reorganization of your responsibilities.

4.7 Punctuality and Attendance

Each of our employees plays an important role in getting the day's work done. Therefore, each employee is expected to be at his or her work station on time each day and to remain there throughout his or her scheduled hours. Tardiness, even for good reasons, is disruptive to our operations and interferes with our ability to satisfy our students' needs. Excessive tardiness can result in discipline, up to and including termination, to the extent allowed by applicable law.

If you are going to be late for work for any reason, please personally notify your supervisor as far in advance as possible and in any case no less than one hour before your shift starts so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, please notify your supervisor as soon as possible. Because voice mail messages may go unheard for significant periods of time, leaving a voice mail message is not a sufficient method of notifying your supervisor—you must personally contact your supervisor in a timely manner. If you are required to leave work early, you must also personally contact your supervisor and obtain his or her permission. If you are a teacher and will be late or absent for non-illness related reasons, you must follow all applicable substitute teacher policies and procedures. Teachers are required to keep an up-to-date substitute folder in their classroom with lesson plans and pertinent class and student information.

As an employee of the School, you are also expected to be regular in attendance. Any absence causes problems for those whom you serve and your fellow colleagues as well as your supervisor. When you are absent, others must perform your workload, just as you must assume the workload of others who are absent. Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal and rest periods when appropriate or when required to leave on authorized School business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. In all cases of absence, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work. Excessive, unexcused absenteeism will not be tolerated and, to the extent allowed by applicable law, may result in disciplinary action, up to and including termination.

Except as otherwise provided by law, if you fail to report for work without any notification to your supervisor and your absence continues for a period of three consecutively

scheduled workdays, the School will, in most cases, consider that you have abandoned your employment and have voluntarily resigned.

4.8 Personal Standards

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, clean, tasteful and professional appearance at all times to the extent permitted by applicable law. Employees should wear clothing appropriate for the nature of our operations and the type of work performed. Supervisors may issue more specific guidelines.

Employees are expected to maintain a professional appearance and to wear clothing appropriate to their position and suitable to the work performed without compromising safety. Visible facial and body piercings, other than piercings of the ears, and/or shirts with pictures or words depicting violence, racial or gender discrimination, drugs/alcohol, or sex related items are not allowed. Visible tattoos are not permitted and must be covered at all times. The intent is to represent the School in the best possible light. Check with your supervisor if you have any questions regarding appropriate dress standards.

It is the intent of the School that all employees present themselves to our students, parents, and general public in a manner which enhances their professional position. It is also the intent of the School to ensure all employees model, for students, attire appropriate to success.

All employees are expected to dress in a professional manner. Clothing should be neat, clean, in good repair, and appropriate for on the job appearances at all times. Employees shall not wear on the outside of their clothing any jewelry or similar artifacts that are obscene, distracting, or may cause disruptions to the educational environment. Clothing with short sleeves must cover all undergarments. Shorts are not considered appropriate attire (exception for the physical education instructor).

“Casual Fridays” attire will be at the discretion of the Executive Director.

Jeans in presentable condition may only be worn on Fridays. No jeans that are well-worn or contain holes, rips, or tears will be permitted. Skinny or tight fitting jeans or jeggings are not permitted.

Leggings may be worn under other articles of clothing (such as a top) which covers to the mid-thigh or longer.

Dresses and skirts which are no shorter than three inches above the knee. Dresses and skirts which are ankle length and tight enough to hinder walking are not acceptable attire. The slit of a dress or skirt must come no higher than three inches above the knee.

Athletic shoes are not acceptable for nonphysical education teachers. However, special needs foot attire, to accommodate foot problems or appropriate activities may be

addressed by the principal. Athletic shoes are allowed on the playground and during other times (such as field trips and physical education) when regular dress shoes may be a hazard.

Shoes and sandals without a back strap are not acceptable. Closed toe is preferred. Beach style flip flops are not acceptable attire.

Hats are not to be worn inside.

Jeans, tennis shoes, and shorts (no shorter than three inches above the knee) shall be allowed on field trips that involve outdoor activities and at appropriate after school events. Custodians and Maintenance Workers shall wear appropriate safe, casual clothing which is respectful of all staff and students.

By enacting this dress code policy, the School Board recognizes that there are occasions when individuals may need to wear specific clothing due to medical reasons or due to a sincerely held religious practice, belief, or observance. When such is the case, the employee should provide documentation to his or her supervisor of the medical necessity or his or her sincerely held religious practice belief, or observance that gives rise to the need for deviation from this dress code policy.

All attire must be in compliance with the School's dress code policy. Any attire deemed inappropriate by Human Resources is prohibited. The employee may be asked to return to work with the appropriate attire.

The Executive Director, or designee, may, in his or her sole discretion, permit employees to deviate from the dress code policy when school is not in session and students are not present. Employees will be notified by the Executive Director when such a deviation is permitted, defining the parameters of the dress code policy based on seasonal weather conditions, special events, and the like.

4.9 Confidential Information

It is important to the School to protect and preserve its trade secrets and confidential information. Confidential information includes, but is not limited to, all parent and student information, parent and student lists, lesson plans, techniques and concepts, marketing plans, design specifications, design plans, strategies, forecasts, bid plans, bid strategies, bid information, contract prices, new products, software, computer programs, writings, and all know-how and show-how whether or not protected by patent, copyright, or trade secret law. Personal, private information about other employees and personnel matters are also confidential, if learned as a part of the employee's job performance. This policy also encompasses any and all identifying or confidential information of all former and current students which is protected under the Family Educational Rights and Privacy Act.

The School prohibits audio and/or video recordings in the workplace, during working hours, without authorization of the School due to privacy and confidentiality concerns and protections.

The School devotes significant time, energy, and expense to develop and acquire its trade secrets and confidential information. As an employee of the School you will, during the course of your employment, have access to and become familiar with various trade secrets and confidential information that are owned by the School. An employee shall not, directly or indirectly, disclose or use any of the foregoing information other than for the sole benefit of the School, either during the term of your employment or at any other time thereafter. This information shall not be disclosed except through normal channels and with authorization from the Executive Director. Any and all school property, trade secrets or confidential information shall be returned to the School upon request, during extended leaves of absence or upon termination of employment.

During your employment with the School, you will not be permitted nor required to breach any obligation to keep in confidence proprietary information, knowledge, or data acquired during your former employment. You must not disclose to the School any confidential or proprietary information or material belonging to former employers or others.

Employees must refer any person seeking School records or information to Human Resources for handling.

Confidential Mail: Mail and other forms of correspondence that have been labeled “Confidential” are not to be opened by anyone other than the addressee or an individual designated by the addressee, unless otherwise directed by School management.

Disposal of Confidential Materials: All confidential/proprietary paper must be shredded in a timely manner. The School provides shredders in the administration office for this purpose. Under no circumstances are any confidential materials to be placed in normal trash containers.

Failure to comply with this policy may result in disciplinary action, up to and including termination.

4.10 Legal

Any employee of the School who receives notice of any possible legal claim against the School, including threatened or actual litigation, investigation or inspection (“legal proceeding”), must immediately notify the Executive Director.

4.11 Data Security and Privacy Policy

The School maintains confidential student information in both written and electronic form. The School is committed to safeguarding the School's confidential corporate and student information and has implemented certain technical and organizational measures to protect such information against accidental, unauthorized or unlawful loss, alteration, access or disclosure.

Many employees have been granted access to such information as may be necessary to perform their job duties. It is a violation of the School's policy to take any measures to disable or circumvent any of the access controls designed to protect the School's confidential information, or to use another employee's password to gain access to such information, or to otherwise attempt to or gain access to any information to which the employee has not been granted access. It is also a violation of the School's policy to disseminate any of the School's confidential corporate, student, or other information to an unauthorized person or entity, or to any unauthorized e-mail accounts outside of the School's network.

4.12 Computer Usage and Privacy

Every user who is provided access to the School's Communications Systems is responsible for using the Communications Systems in accordance with this policy. Any questions about this policy should be addressed to Human Resources.

4.12.1 Definitions

The School's electronic communications systems ("Communications Systems") includes, but is not limited to, computers, laptops, e-mail, telephones, cellular phones, tablets, chromebooks, PDAs, text messaging, instant messaging, video conferencing, voice mail, facsimiles, and connections to the Internet and other internal or external networks and/or servers.

4.12.2 Ownership and Conditions of Use

The Communications Systems is the property of the School. It has been provided by the School for the sole purpose of conducting School-related business as well as other business that is approved by the Executive Director of the School. All communications and information transmitted by, received from, or stored in these systems are School records and the property of the School.

Electronic communications are a means of business communication. The School requires all users to conduct themselves in a professional manner. Users should conduct all electronic communications with the same care, judgment, and responsibility that they would use when sending letters or memoranda written on School letterhead. Special care must be taken when posting any information on the Internet because of the potentially broad distribution of and access to such information.

To protect the integrity of the School's Communications Systems and the users thereof against unauthorized or improper use of these systems, the School reserves the right, without notice, to limit or restrict any individual's use, and to inspect, copy, remove, or delete any unauthorized use of its Communications Systems upon authorization of the Executive Director or his or her delegatee. The School also reserves the right periodically to monitor the use of its Communications Systems and to access users' voice mail, Internet access, and e-mail for that purpose or any other business-related purpose upon authorization of the Executive Director or his or her delegatee.

Erasing an e-mail message from a mailbox does not necessarily erase all copies of the message on the network. Archived copies may be stored for substantial periods of time and are subject to the provisions of this policy regarding content, review, access, and disclosure.

Users are required to comply with the School's Computer Usage and Privacy Policy and agree to be bound by this policy by using the School's Communications Systems.

4.12.3 Confidentiality and Privileges

Information stored on the Communications Systems is intended to be kept confidential within the School. The School has taken all reasonable steps to assure confidentiality and security. Like other means of communication, however, it is not possible to guarantee complete security of electronic communications either within or outside the School, and care should be exercised when sending or receiving sensitive, privileged, or confidential information electronically. For example, information sent through the Internet can be monitored by external systems en route to its final destination. All users must keep this in mind when forwarding sensitive, confidential, and/or privileged information. Where appropriate, this fact should be disclosed to outside contacts.

4.12.4 Prohibited Use

Users are prohibited from using the Communications Systems for any unauthorized or unlawful purpose, including, but not limited to, the following:

- Users of the Communications Systems are strictly prohibited from using the Communications Systems to deliver a message that is harassing or offensive on the basis of any protected category as defined in the School's Discrimination, Unlawful Harassment, Retaliation and Complaint Reporting Procedures Policy herein or any other consideration made unlawful by federal, state, or local laws, ordinances or regulations. The School's policies against discrimination, harassment, and retaliation apply to the use of the Communications Systems.
- Users are prohibited from using the Communications Systems for transmitting or making accessible annoying, offensive, defamatory, or harassing material or intentionally damaging or violating the privacy of information of others.
- Users are prohibited from using the Communications Systems to transmit, display, store, publish, or purposely receive any pornographic, obscene, or sexually explicit material.
- Users are prohibited from using the Communications Systems for visiting, or transmitting or receiving data to or from, social networking websites, including, but not limited to, Facebook, Twitter, Pinterest, LinkedIn, SnapChat, Instagram, YouTube, and instant messaging, games and music download programs.
- Users must respect all copyrights and licenses to software and other online information, and may not upload, download, or copy software or other material through the

Communications Systems without the prior written authorization of the Executive Director of the School.

- Users may not waste computer resources, including, but not limited to, unfairly monopolizing resources to the exclusion of others (including sending mass mailings or chain letters, spending excessive amounts of time on the internet, playing games, engaging in online chat groups, instant messaging, printing unauthorized multiple copies of documents, or otherwise creating unnecessary network traffic).
- Users must not alter, copy, transmit, or remove School information, proprietary software, or other files without proper authorization from the School.
- Users are prohibited from reading, copying, recording, or listening to messages and information delivered to another person's e-mail and voice mail mailboxes without proper authorization, based on legitimate business reasons, from the Executive Director or his or her delegatee. Anyone who receives an electronic communication for which he or she is not the intended recipient must immediately inform the sender that the message was sent improperly and must delete the message from their e-mail and voice mail mailboxes.

4.12.5 Access and Disclosure

The Communications Systems is provided solely for the purpose of conducting the School business. Incidental and occasional personal use of the Communications Systems is prohibited and users do not have any expectation of personal privacy in any matters stored in, created, received, or sent over the Communications Systems.

The School, as owner of the Communications Systems, to protect the integrity of its systems from unauthorized or improper use, reserves the right to monitor, access, retrieve, download, copy, listen to, or delete anything stored in, created, received, or sent over its Communications Systems without the permission of, or prior notice to, any user.

Although the School entrusts you with the use of voice mail, e-mail, computer files, software, or similar School property, you should keep in mind that these items have been installed and maintained at great expense to the School and are only intended for business purposes. At all times, they remain School property. Likewise, all records, files, software, and electronic communications contained in these systems also are School property. You are advised that electronic files, records, and communications on School computer systems, electronic communication systems, or through the use of School telecommunications equipment are not private. Although they are a confidential part of School property, you should not use this equipment or these systems for confidential messages. The use of passwords to limit access to these systems is only intended to prevent unauthorized access to voice mail, e-mail, and computer systems, files, and records. Passwords do not imply privacy. Additionally, these systems are subject to inspection, search, and/or monitoring by School personnel for any number of reasons. As a result, employees do not have an expectation of privacy in this regard. The

School is not responsible for costs incurred when employees use School telephones or e-mail systems for personal matters.

You should be advised to use voice mail and e-mail as cautiously as you would use any more permanent communication medium such as a memorandum or letter. You should realize that e-mail messages:

- May be saved and read by third parties.
- May be retrieved even after “deletion.”
- May be accessed by authorized service personnel.
- May be examined by management without notice.

There will be times when the School, in order to conduct business, will utilize its ability to access your e-mail, voice mail, computer files, software, or other School property. The School also may inspect the contents of your voice mail, e-mail, computers, computer files, or software to monitor job performance, for training or quality control purposes, or when the School suspects that School property is being used in an unauthorized manner.

The School reserves the right to use and disclose any electronic non-privileged communication on its Communications Systems without the permission of or any prior notice to any user, including disclosure to law enforcement officials.

4.12.6 Personal Devices

Employees of School who are provided with a School-owned device are not permitted to use a personal device to complete job duties. No School employee may save School related files on personal devices. All documents used to complete work functions may only be accessed or saved on the School provided Google Drive or other authorized Communication Systems. Exceptions to this policy may only be granted by the Executive Director and must be in writing.

4.12.7 Discipline for Violations of Policy

Any person who discovers misuse of the Internet access or any of the School’s Communications Systems should immediately contact Human Resources or the Executive Director of the School. Any user who violates any part of this policy will be subject to discipline, up to and including immediate termination.

4.12.8 Policy May Be Amended at Any Time

The pace of technological change and growth in electronic communications is rapid. This policy applies to all present and future electronic communications systems and devices and to improvements and innovations to existing systems and devices and to completely

new technologies, devices, and systems. The School reserves the right to amend this policy at any time through an authorized writing from an authorized School representative.

4.13 Social Media

4.13.1 Scope

In light of the explosive growth and popularity of social media technology in today's society, the School has developed the following policy to establish rules and guidelines regarding the appropriate use of social media by employees. This policy applies to situations when you: (1) make a post to a social media platform that is related to the School; (2) engage in social media activities during working hours; (3) use School equipment or resources while engaging in social media activities; (4) use your School e-mail address to make a post to a social media platform; (5) post in a manner that reveals your affiliation with the School; (6) interact with School students or parents/guardians of School students (regarding School-related business) on the Internet and on social media sites or (7) create or use a School-affiliated social media account.

For the purposes of this policy, the phrase "social media" refers to the use of a website or other electronic application to connect with other people, including, but not limited to, Facebook, Twitter, SnapChat, Instagram, Pinterest, LinkedIn, and YouTube, as well as related web-based media, such as blogs, wikis, and any other form of user-generated media or web-based discussion forums. Social media may be accessed through a variety of electronic devices, including computers, cell phones, smart phones, PDAs, tablets, and other similar devices.

This policy is intended to supplement, not replace, the School's other policies, rules, and standards of conduct. For example, School policies on confidentiality, use of School equipment, professionalism, employee references and background checks, workplace violence, unlawful harassment, and other rules of conduct are not affected by this policy.

You are required to comply with *all* School policies whenever your social media activities may involve or implicate the School in any way, including, but not limited to, the policies contained in this Handbook.

4.13.2 Standards of Conduct

You are required to comply with the following rules and guidelines when participating in social media activities that are governed by this policy:

- Comply with the law at all times. Do not post any information or engage in any social media activity that may violate applicable local, state, or federal laws or regulations.
- Do not engage in any discriminatory, harassing, or retaliatory behavior in violation of School policy.

- Respect copyright, fair use, and financial disclosure rules and regulations. Identify all copyrighted or borrowed material with proper citations and/or links.
- Maintain the confidentiality of the School's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal School-related confidential communications. This prohibition applies both during and after your employment with the School.
- Do not post confidential information (as defined in this Handbook) about the School, its employees, or its students. Remember that most student information is protected by the Family Educational Rights and Privacy Act, including any and all information that might identify the student. Publicizing student work and accomplishments is permitted only if appropriate consents are obtained.
- You may not engage in social media activities during working hours. Do not use your School-authorized e-mail address to register on social media websites, blogs, or other online tools utilized for personal use.
- Be knowledgeable about and comply with the School's background check procedures. Do not "research" job candidates on the Internet or social media websites without prior approval from Administration.
- Be knowledgeable about and comply with the School's reference policy. Do not provide employment references for current or former employees, regardless of the substance of such comments, without prior approval from Administration.
- We encourage you to be fair and courteous to fellow employees, students, parents, vendors, suppliers, or other people who work on behalf of the School. We also encourage you to avoid posting statements, photographs, video, or audio that could be reasonably viewed as malicious, obscene, threatening, or intimidating, that disparage employees, students, parents, vendors, suppliers, or other people or organizations who work on behalf of the School, or that might constitute harassment or bullying.
- Make sure you always try to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Please do not post any information or rumors that you know to be false about the School, fellow employees, students, parents, vendors, suppliers, people or organizations who work on behalf of the School, or competitors.
- Never represent yourself as a spokesperson for the School unless authorized to do so. If you publish social media content that may be related to your work or subjects associated with the School, make it clear that you are not speaking on behalf of the School and that your views do not represent those of the School, fellow employees, students, parents, vendors, suppliers, or other people or organizations who work on behalf of the School.

It is best to use a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the School.”

- Never be false or misleading with respect to your professional credentials.

4.13.3 Creating and Using School Social Media

Employees are only permitted to communicate and connect with students on social media that is owned and operated by the School, including Google Classroom platform. Employees are only permitted to communicate and connect with students’ parents or guardians or students regarding School-related matters on social media that is owned and operated by the School including the School’s Google Classroom platform. Classroom social media pages including, but not limited to, Classroom Facebook pages are not considered School operated and may not be created or managed by a School employee, unless otherwise approved by the Executive Director and provided the employee follows this policy. All communications with parents or guardians regarding School-related matters on non-School or personal social media may result in disciplinary action, up to and including termination. Any communication whatsoever with students on non-School or personal social media may result in disciplinary action, up to and including termination.

The IT Department, in addition to Leadership, is responsible for approving requests for School social media accounts, monitoring School social media accounts for inappropriate and unprofessional content, and maintaining the social media account information (including, but not limited to, username and password). The School owns, operates, and controls all School-affiliated social media accounts. The School has final approval over all content and reserves the right to close the social media account at any time, with or without notice. Any unlawful, inappropriate or unprofessional communications may result in disciplinary action, up to and including termination.

To set up social media account that is owned and operated by the School in compliance with this policy, employees must adhere to the following procedures:

- Request and obtain permission to create a School social media account from the School.
- Contact the IT Department to set up the social media account. Provide the IT Department with the username and password that you would like assigned to the account. If you change the username and/or password, you must immediately update this information with the IT Department. Failure to do so may result in disciplinary action, up to and including termination.

Any social media account created and/or used in violation of this policy may result in disciplinary action, up to and including termination.

4.13.4 Access

Employees are reminded that the School's various electronic communications systems, including, but not limited to, its electronic devices, computers, telephones, e-mail accounts, video conferencing, voice mail, facsimiles, internal and external networks, computers, cell phones, smart phones, PDAs, tablets, and other similar devices, are the property of the School. All communications and information transmitted by, received from, or stored in these systems are School property.

As a result, the School may, and does, monitor its employees' use of these electronic communication systems, including for social media activities, from time to time. The School may monitor such activities randomly, periodically, and/or in situations when there is reason to believe that someone associated with the School has engaged in a violation of this, or any other, School policy. As a result, employees do not have a reasonable expectation of privacy in their use of or access to the School's various electronic communications systems.

4.13.5 Discipline

Any violation of this Social Media Policy may result in disciplinary action, up to and including immediate termination.

4.13.6 Retaliation Is Prohibited

The School prohibits retaliation against any employee for reporting a possible violation of this policy or for cooperating in an investigation of a potential violation of this policy. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

4.13.7 Questions

In the event you have any questions about whether a particular social media activity may involve or implicate the School, or may violate this policy, please contact Administration.

Social media is in a state of constant evolution, and the School recognizes that there will likely be events or issues that are not addressed in these guidelines. Thus, each School employee is responsible for using good judgment and seeking guidance, clarification, or authorization *before* engaging in social media activities that may implicate this policy.

5. OPERATIONAL CONSIDERATIONS

5.1 Employer Property

Desks, files, copiers, lockers, and supplies, both office and household, are School property and must be maintained according to School rules and regulations. They must be kept clean and are to be used only for work-related purposes. Employees do not have any expectation

of personal privacy in any School property. The School reserves the right to inspect all School property to ensure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence.

Prior authorization must be obtained before any School property may be removed from the premises. All School property must be immediately returned upon request, an extended leave of absence, and/or termination of the employment relationship.

5.2 Employee Property

For security reasons, employees should not leave personal belongings of value in the workplace. Employees are responsible for the security of their personal belongings. The School is not responsible for any lost or stolen personal items at work. Terminated employees should remove any personal items at the time they leave the School. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination, unless the parties have arranged otherwise.

5.3 Security

The security of the premises, as well as the welfare of employees and students, requires that you be constantly aware of potential security risks. Therefore, please comply with the following security procedures to ensure a secure workplace. Be aware of persons loitering for no apparent reason (e.g., in parking areas, walkways, entrances/exits, and classrooms). If you notice such a person, report it to Human Resources, the Executive Director of the School, or your supervisor. Secure your work area when called away from it for any length of time, and do not leave valuable and/or personal articles in or around your work area. You should immediately notify the Principal, Human Resources or the Executive Director when any person(s) are acting in a suspicious manner in or around the facilities or when keys, security passes, or identification badges are missing.

Always ensure that all visitors have signed in at the front office through the Raptor System and are wearing appropriate visitor tags/badges. Suspicious persons or activities should be reported to the Principal, Human Resources or the Executive Director. Secure your desk or office and lock your classroom at the end of the day. When called away from your work area for an extended length of time, do not leave valuables and/or personal articles in or around your workstation that may be accessible. The Faculty Lounge has been established as a place where employees can go to relax, eat, or meet in a relaxed atmosphere. Access to this area should be restricted to employees only so that security concerns can be minimized. The security of facilities and the welfare of our students and employees depend on the alertness and sensitivity of every individual to potential security risks.

5.4 Health and Safety

Every employee is responsible for the safety of himself or herself as well as others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with California law and to promote the concept of a safe

workplace, the School maintains an Injury and Illness Prevention Program (“IIPP”). The IIPP is available for review by employees and/or employee representatives. Contact Human Resources if you wish to review the IIPP or if you have any additional questions concerning this policy.

5.5 Smoking Policies

All School buildings and facilities are non-smoking facilities. Smoking is prohibited on the School’s premises or within 20 feet of a School building and within 25 feet of a school playground, whichever is farther. This includes, but is not limited to, nicotine and non-nicotine cigarettes including herbal cigarettes, marijuana, cigars, pipes as well as e-cigarettes and vaping. Employees who wish to smoke must limit their smoking to tobacco products during meal and rest periods off premises.

5.6 Housekeeping

All employees are expected to keep their work areas clean and organized. Common areas such as lunchrooms and restrooms should be kept clean by those using them. Please clean up after meals. Dispose of trash properly.

5.7 Lactation Accommodation

The School supports breastfeeding mothers by accommodating any employee who wishes to express breast milk during her workday when separated from her newborn child.

Employees have the right to reasonable time and access to a private area during the workday to express milk, as set forth below. Employees may use their meal and/or rest periods for the purpose of expressing breast milk. If required, a reasonable amount of additional time will be provided. Such additional time will be unpaid.

A private location to express breast milk will be provided in close proximity to the employee’s work area. The employee’s normal work area may be used if it allows the employee to express milk in private. In certain circumstances, a temporary location, multipurpose room, or shared space may be provided in accordance with applicable law. The location will also meet the following requirements: not be a bathroom; be free from intrusion; be shielded from view; be safe, clean, and free of hazardous materials; contain a surface to place a breast pump and personal items; contain a place to sit; and have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. In addition, the School shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee’s work area. If a refrigerator cannot be provided, the School may provide another cooling device suitable for storing milk, such as a School-provided cooler.

To request the above, please contact your Supervisor. The School will respond accordingly, generally within two business days.

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office. For more information, contact the Labor Commissioner's Office by phone at 213-897-6595 or visit a local office by finding the nearest one on their website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

5.8 Parking

Employees may use parking facilities as directed by their supervisors. The School is not responsible for any loss or damage to employee vehicles or contents while parked on School property.

5.9 Conducting Personal Business

Employees are to conduct only School business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours. Any employee who violates this policy will be subject to appropriate disciplinary action, up to and including termination.

5.10 Media Contacts

Members of the media may contact the School to inquire about our school. In all cases, inquiries by the media are to be referred to the Executive Director. No employee may discuss, confirm or deny any general or specific matters with the media without prior authorization.

5.11 Advertising

The School's trademarks and logos may not be used in any way without prior written approval from the Executive Director. This would include usage in newspaper advertisements, audio or videotaped announcements or ads, posters, fliers, or any other print medium used for promotion.

Promotional items may only be purchased and disbursed with prior written approval.

5.12 Employees Who Are Required to Drive

Employees who are required to drive their own vehicle on approved School business will be required to show proof of a current, valid license and proof of current, effective insurance coverage. To the extent permitted by law, the School retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked or who fails to maintain personal automobile insurance coverage. Employees who drive their own vehicles on approved School business will be reimbursed at the per mile rate established by the Internal

Revenue Service. As a condition of employment, employees who drive their own vehicle on approved School business are required to use good judgment.

Pursuant to applicable law and safety standards, employees whose job responsibilities include regular or occasional driving must refrain from using their cell phone while driving unless they are using a hands-free device. Safety must come before all other concerns. Thus, unless an employee is using a hands-free device in a safe-manner, he or she must safely pull off to the side of the road and safely stop the vehicle before placing, accepting, or continuing a call. Sending or reviewing text messages or emails while driving is also prohibited.

Some jobs may require an employee to drive a School vehicle. Drivers using these vehicles must, at all times, have a valid drivers' license and possess at least the legal minimum of automobile insurance. If at any time an employee's license or insurance is terminated, revoked, cancelled or suspended, s/he must notify his/her supervisor immediately and refrain from driving a School vehicle until his/her license and/or insurance is reinstated.

Drivers are expected to follow state laws while driving vehicles, including obeying speed limits and observing rules of the road. Moving violations, parking tickets, and accidents are an employee's responsibility and the School will not reimburse for fines, tickets, or traffic school that are imposed as consequences of driving behaviors. Specific citations, restrictions, suspensions and revocations of driving privileges, may result in loss of School driving privileges and discipline up to and including termination.

Employees whose job responsibilities do not specifically include driving as an essential function, but who use a cell phone for business purposes, whether issued by the School or not, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves, students, or others at risk to fulfill business needs.

Any employee who fails to comply with this policy will be deemed to have engaged in grossly negligent conduct beyond the course and scope of his or her employment. As a result, any employee who is charged with a traffic violation or incurs any other form of liability resulting from a violation of this policy will, to the extent allowed by applicable law, be solely responsible for any such liability.

Violations of this policy will be subject to disciplinary action, up to and including termination.

5.13 Expense Reimbursements

The School's policy is to reimburse its employees for all necessary expenditures incurred in direct consequence of the discharge of their duties. The School requests that employees submit their reimbursements within 30 days of incurring the cost.

5.13.1 Mileage

All employees who drive their personal vehicles in the course and scope of their employment must submit a request for mileage reimbursement. Employees will be reimbursed at the per mile rate established by the Internal Revenue Service. Employees may obtain the reimbursement form from Human Resources and must include the miles driven, the addresses of the origination and destination, and the date the mileage was incurred. Employees must attach all receipts and documentation, if any.

5.13.2 Cell Phones

Some employees may be eligible to participate in the School cell phone plan, rather than receive reimbursement for a personal cell phone plan. Employees who receive a School cell phone should not use a personal phone to conduct School-related business. Employees who are not provided with a School-issued cell phone are discouraged from conducting School-related business on their personal cell phones. If an employee is required, out of necessity, to use the employee's personal cell phone, the employee may be eligible to receive reimbursement for the charges for such business-related usage. To receive reimbursement, the employee must provide the School with a copy of his or her cell phone bill, indicating which charges are business-related. The employee will either receive reimbursement for those charges or, if the usage is included in the employee's cell phone plan, the employee will receive reimbursement for the phone plan in proportion to his or her business use. For instance, if an employee pays \$100 per month for a cell phone plan and 10% of his or her use is business-related, the employee will receive a reimbursement of \$10.

6. EMPLOYEE BENEFITS/LEAVES

6.1 Holidays

Part-time employees, limited employees, exempt employees, and teachers are not eligible for holiday pay. Exempt employees will receive their regularly scheduled pay during holidays. To be eligible for holiday pay, an employee must be working as a full-time non-exempt employee and must work both the business day before and after the holiday unless absent due to use of paid sick leave:

January 1
Martin Luther King, Jr. Day
President's Day

Memorial Day
July 4
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

Eligible employees will receive time off with pay at their regular rate of pay on the School-observed holidays listed below. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or following Monday. However, the School may close on another day. Holiday observance will be announced in advance. The School reserves the right to change this policy at any time, with or without notice.

Holiday hours do not count as hours worked for purposes of calculating overtime. For example, if you receive 8 hours of holiday pay on Monday and work 40 hours Tuesday-Saturday (8 hours/day), you will not be eligible for overtime.

If a holiday falls during vacation, the observed holiday will be paid as a "holiday" rather than a vacation day. Employees on unpaid leaves of absence do not earn holiday pay.

6.2 Vacations

All regular full-time employees begin to earn and accrue vacation starting on the first day of employment as a regular full-time employee. Employees in any other classification (e.g., part-time, limited, etc.) are ineligible for vacation benefits. Vacation accrues on an as-worked basis. Therefore, employees who only work 10 months will only accrue during those 10 months. Vacation will not accrue during any unpaid leave of absence, inactive time, unpaid time, or non-working time.

All regular full-time employees will accrue vacation as follows:

Classification	Vacation Accrual Rate	Vacation Accrual Cap
12-Month Employees	Up to one day (8 hours) per month	18 days (144 hours)
Directors	Up to two days (16 hours) per semester	6 days (48 hours)
10 or 11-Month Employees (including teachers, School Principal)	Up to one day (8 hours) per semester	3 days (24 hours)

Although regular full-time employees begin accruing vacation the first day of employment in full-time status, they will be ineligible to take time off and receive vacation benefits until they complete at least six months of service. Employees must receive approval from their supervisor before they may take time off for vacation.

Unused vacation may be carried over from one year to the next. However, as noted in the charts above, there is a cap on vacation accrual. Although employees are

encouraged to use all earned vacation time each year, employees may accrue up to their maximum accrual as set forth above. Once the employee's vacation time reaches the maximum accrual cap, further accrual of vacation time is suspended until the employee has reduced the vacation time balance below the accrual cap. If the employee later uses enough vacation time to fall below the maximum accrual cap, the employee will resume earning paid vacation time from that date forward. In such a case, no vacation time will be earned for the period in which the employee's vacation time was at the maximum.

For both exempt and non-exempt employees, vacation time may be taken in minimum increments of four hours. If an exempt employee absents himself or herself from work for part or all of a workday, he or she may be required to use accrued vacation to make up for the absence.

All employees must have supervisory approval before taking vacation, which must be requested at least ten business days in advance of the beginning of the anticipated vacation period. Employees should submit a Time Off Request online for approval to their supervisors and then to Human Resources. Vacations shall be scheduled in such a way as to provide adequate coverage of job responsibilities and staffing requirements.

Although the School will attempt to accommodate vacation request to the greatest extent possible, there is no guarantee that any given vacation request will be granted, and the School reserves the right to deny a vacation request based on operational needs of the School. At the start of the school year, employees are expected to submit vacation requests. Approval of these is subject to the School's discretion and will be based on operational needs and seniority. Thereafter and throughout the year, vacation requests will be granted on a first-come, first serve basis.

It is preferable for employees at site-dependent programs to take vacations when students are not in school such as winter break, spring break, and for applicable employees, during the summer. For applicable employees, vacations for the summer may not begin until the program has officially closed out the year with central administration. Also, employees need to prepare to participate in numerous trainings during the month of August. Vacation time taken in August must be scheduled around training dates.

The School reserves the right to schedule vacation time for employees or to compensate employees for accrued, unused vacation time at any time in its sole discretion. For those employees that are eligible for holiday pay, if a holiday occurs during your vacation period, you will receive holiday compensation for that day.

Employees who terminate their employment for any reason will be paid for any accrued but unused vacation time in accordance with this policy. Vacation time is paid at the employee's final rate of pay at the time of the employee's separation.

As with all of its policies and procedures, the School reserves the right to modify, alter, or otherwise amend this policy at its sole and absolute discretion to the extent allowed by law. Please consult Human Resources with questions regarding this policy.

6.3 Sick Leave

The School enacted this policy in accordance with the California Healthy Workplaces, Healthy Families Act to provide paid sick leave (“PSL”) to eligible employees.

6.3.1 Eligible Employees

All employees (including part-time and limited) who work for the School more than 30 days within a year in California are eligible to accrue PSL beginning on the first day of employment under the accrual rate and cap as set forth in this policy.

6.3.2 Permitted Use

Eligible employees may use their accrued PSL to take paid time off for the diagnosis, care, or treatment of an existing health condition of (or preventive care for) the employee or the employee’s family member.

For purposes of this policy, “family member” means a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee. “Child” means a biological child, a foster child, an adopted child, a step-child, a child of a registered domestic partner, a legal ward, or a child of a person standing in loco parentis. “Parent” means a biological, foster, or adoptive parent, a step-parent, or a legal guardian of the employee or the employee’s spouse or registered domestic partner. “Spouse” means a legal spouse, as defined by California law.

Employees may also use their PSL to take time off from work for reasons related to domestic violence, stalking, or sexual assault.

6.3.3 Allotment Amount and Accrual Rate, Maximum, and Carryover

(a) Exempt Employees

Eligible exempt employees will be allotted PSL days as follows:

- **Certificated (Teachers) Employees:** Teachers that work a full academic school year shall be allotted eight PSL days (or 64 hours), whichever is greater, each school year (July 1-June 30) on July 1.
- **Administration Employees Working the Entire School Year (12 month employees):** On July 1, all eligible employees will be allotted six PSL days (or 48 hours), whichever is greater, per school year (July 1-June 30).
- **Regular Full-Time Classified Employees Working the Entire Year (12-month employees) and regularly scheduled to work 40 or more hours each week:** On July 1, all eligible employees will be allotted five PSL days (or 40 hours), whichever is greater, per school year (July 1-June 30).

- All Other Exempt Employees: On July 1, all eligible employees will be allotted three PSL days (or 24 hours), whichever is greater, per school year (July 1-June 30).

PSL days for exempt employees are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for the school year. If an employee is hired after July 1, the employee shall receive a prorated amount of PSL based on the employee's first day work, but in no event shall be less than three (3) days or 24 hours, whichever is greater. PSL days are "use it or lose it" and, as such, do not carry over from year to year.

(b) Non-Exempt Employees

Eligible non-exempt employees will accrue one (1) hour of PSL for every 30 hours worked beginning on their first day of employment. Accrual for non-exempt employees will be calculated based on actual hours worked. PSL accrues on an as-worked basis and does not accrue during any non-working time or unpaid leave of absence.

There is a cap on PSL accrual. Non-exempt employees may accrue up to 48 hours of PSL. Once the employee's PSL reaches the maximum, further accrual of PSL is suspended until the employee has reduced the PSL balance below this limit. In such a case, no PSL will be earned for the period in which the employee's PSL was at the maximum. Accrued but unused PSL will carry over from year to year, subject to this maximum accrual.

6.3.4 Limits on Use

Eligible employees may use PSL beginning on the 90th day of employment. Each school year, employees may only use a maximum of 24 hours of their accrued PSL.

PSL may be taken in minimum increments of one hour. If an exempt or non-exempt employee absents himself or herself from work for part or all of a workday for a reason covered by this policy, he or she will be required to use PSL to make up for the absence.

6.3.5 Notification

The employee must provide reasonable advance notification, orally or in writing, of the need to use PSL, if foreseeable. If the need to use PSL is not foreseeable, the employee must provide notice as soon as practicable. Upon return from an unexpected sick leave absence, employees must complete an Absentee Report.

If you expect to be absent from work for more than five days or if you have an expectation of periodic absences due to a specific medical condition, please contact Human Resources.

6.3.6 Termination

Employees will not receive pay in lieu of unused PSL. Unused PSL will not be paid out upon termination.

6.3.7 No Discrimination or Retaliation

The School prohibits discrimination or retaliation against employees for using their PSL.

6.4 Bereavement Leave

When the death of a member of a regular full-time employee's immediate family requires the employee to lose regularly scheduled work to attend a funeral, to make any necessary memorial arrangements, and/or travel to and from the funeral, three consecutive days paid time off will be granted. All other categories of employees are not entitled to paid bereavement leave. The School may request documentation (i.e., copy of the death certificate) to certify the need for such leave.

For the purposes of this policy, "immediate family members" include: mother, father, mother-in-law, father-in-law, persons who have raised the employee, spouse, registered domestic partner, child, grandparent, sibling, or grandchild. This includes step-parent, child, or sibling or parent or sibling-in-law.

Bereavement leave as stated above must be approved by a Supervisor in advance and will not be charged to vacation. Under extenuating circumstances, employees who are not eligible for paid bereavement leave or eligible employees who wish to extend their paid bereavement leave beyond three days may request to do so in advance from their supervisors. In the event that the School approves such an advance request at its discretion, the absence or extended absence will be charged to the employee's vacation. If the employee does not accrue vacation or has used all his or her accrued vacation, the absence of extended absence will be without pay.

6.5 Family and Medical Leave (FMLA) / California Family Rights Act (CFRA)

Under the Family and Medical Leave (FMLA) and California Family Rights Act (CFRA), eligible employees may request a family and medical leave of absence under the circumstances described below. Eligible employees are those who have been employed by the School for at least 12 months (not necessarily consecutive) and have worked at least 1250 hours during the 12 months immediately prior to the family and medical leave of absence. For purposes of FMLA leave, an eligible employee must also be employed at a worksite where there are 50 or more employees of the School within 75 miles.

Ordinarily, you must request a planned family and medical leave at least 30 days before the leave begins. If the need for the leave is not foreseeable, you must request the leave as soon as practicable. You should use the School's request form, which is available upon

request from Human Resources. Failure to comply with this requirement may result in a delay of the start of the leave.

A family and medical leave may be taken for the following reasons:

1. the birth of an employee's child or the placement of a child with the employee for foster care or adoption, so long as the leave is completed within 12 months of the birth or placement of the child;
2. the care of the employee's spouse, child or parent¹ with a "serious health condition" and for purposes of CFRA only, the care of the employee's grandparent, grandchild, sibling or registered domestic partner with a "serious health condition";
3. the "serious health condition" of the employee;
4. (FMLA ONLY) the care of the employee's spouse, child, parent, or next of kin who is a member of the Armed Forces, including a member of the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
5. any qualifying exigency as defined by the applicable regulations arising out of the fact that the employee's spouse, child, registered domestic partner (CFRA only) or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider. You may take a leave under paragraph (2) above only if due to a serious health condition, your spouse, child, parent, parent-in-law (CFRA only), grandparent, grandchild, sibling, or registered domestic partner (as may be applicable for FMLA/CFRA purposes) requires your care or assistance as certified in writing by the family member's health care provider. If you are seeking a leave under paragraph (3) above, you must provide the School with a medical certification from your health care provider establishing eligibility for the leave, and you must provide the School with a release to return to work from the health care provider before returning to work. You must provide the required medical certification to the School in a timely manner to avoid a delay or denial of leave. You may obtain the appropriate forms from Human Resources.

¹ For purposes of FMLA only, the term "parent" does not extend to parents-in-law. Further, for purposes of FMLA only, a child does not refer to a child who is over 18 years of age (unless they are incapable of self-care because of a medical or physical disability) nor does it include the child of a registered domestic partner unless the employee stands in loco parentis to the child.

FMLA/CFRA leave may be taken for up to 12 workweeks during the designated 12-month period (with the exception of FMLA qualifying leaves to care for a member of the Armed Services who has a serious illness or injury, which may be taken for up to a total of 26 workweeks of leave during a single 12-month period). The 12-month period will be defined as a “rolling twelve months” looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available. FMLA qualifying leaves to care for a member of the Armed Services who has a serious illness or injury will be calculated on the 12-month period looking forward. All time off that qualifies as family and medical leave will be counted against your state and federal family and medical leave entitlements to the fullest extent permitted by law.

You will be required to use any accrued vacation during unpaid family and medical leave. You will also be required to use any accrued PSL during unpaid family and medical leave that is due to your own serious health condition. If mutually agreed upon between the School and the employee, PSL may be used for the care of a qualifying family member or in connection with the birth, adoption or foster care of a child. However, if an employee is receiving benefit payments pursuant to a disability insurance plan (such as California’s State Disability Insurance plan or Paid Family Leave program) or workers’ compensation insurance plan, the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or PSL.

Benefit accrual, such as vacation, PSL, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment. During FMLA/CFRA leave, group health benefits will be maintained as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

If you do not return to work on the first workday following the expiration of an approved FMLA/CFRA leave, you will be deemed to have resigned from your employment. Upon returning from such a leave, you will normally be reinstated to your original or a comparable position and will receive pay and benefits equivalent to those you received prior to the leave, as may be required by law. In certain circumstances under FMLA leave, “key” employees may not be eligible for reinstatement following a family and medical leave. The School will provide written notice to any “key” employee who is not eligible for reinstatement.

If you have any questions concerning, or would like to submit a request for a family and medical leave of absence, please contact Human Resources.

6.6 Pregnancy Disability Leave

The School provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees should make requests for pregnancy disability leave to their supervisor at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider’s statement must be submitted, verifying the need for such leave and its beginning and expected ending dates. Any changes in

this information should be promptly reported to the School. Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work.

The School will make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a health care provider. When an employee's health care provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the School may require the employee to transfer temporarily to an available alternative position. This alternative position will have equivalent rate of pay and benefits and must better accommodate recurring periods of leave than the employee's regular job.

Eligible employees are normally granted unpaid leave for the period of disability, up to a maximum of four months (or 17 1/3 weeks or 693 hours) per pregnancy. Employees will be required to use any accrued sick time during any unpaid portion of pregnancy disability leave. Employees may also elect to use any accrued vacation time during any unpaid portion of pregnancy disability leave. If an employee is receiving benefit payments pursuant to a disability insurance plan (such as California's State Disability Insurance plan or Paid Family Leave program), the employee and the School may mutually agree to supplement such benefit payments with available vacation and/or sick leave.

Benefit accrual, such as vacation, sick leave, and holiday benefits, will be suspended during the approved pregnancy disability leave period and will resume upon return to active employment. Group health benefits will be maintained during the approved pregnancy disability leave as if you were continuously employed. However, you must continue to pay your share of applicable premiums (for yourself and any dependents) during the leave.

So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the School with at least one week's advance notice of the date she intends to return to work.

When an approved pregnancy disability leave ends, the employee will be reinstated to the same position, unless the job ceased to exist because of legitimate business reasons. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer. If the same position is not available, the employee will be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities, if one exists. An employee has no greater right to reinstatement to a comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If you have any questions regarding pregnancy disability leave, please contact Human Resources.

6.7 Unpaid Leave of Absence (Medical)

In an effort to comply with its duty to accommodate employees with qualifying disabilities, the School may provide leaves of absence without pay when an employee is temporarily unable to work due to a mental or physical disability, certified in writing by his or her health care provider, unless such leave would cause an undue hardship to the School. Approved absences of less than two weeks are not treated as medical leaves of absences but rather as excused absences without pay.

Employees will be required to use any accrued vacation and PSL during any unpaid portion of this leave. Benefit accrual, such as vacation, paid sick leave, and holiday benefits, will be suspended during an unpaid medical leave period and will resume upon return to active employment. Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on unpaid medical leave. However, if eligible, you may self-pay the premiums under the provisions of COBRA.

6.8 Discretionary Unpaid Leave of Absence (Non-Medical)

The School may grant a discretionary unpaid leave of absence to employees in certain unusual circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and Human Resources during your leave, and to give prompt notice if there is any change in your return date.

The School has complete discretion to deny a personal leave of absence in any circumstance. All requests for personal leave will be evaluated on an individual basis by management and Human Resources. In evaluating a request for unpaid leave, the School will consider various factors, including but not limited to the following:

- School/department needs and the impact on the organization
- Reason for requesting the leave
- Length of service
- Work performance record
- Attendance record

During a personal leave, you will earn no compensation. However, you must use accrued vacation time.

Unless otherwise required by law, the School does not continue to pay premiums for health insurance coverage for employees on discretionary unpaid leaves of absence. However, if eligible, you may self-pay for premiums under the provisions of COBRA. Thus, during the period of your unpaid personal leave, you remain responsible for the payment of the entire amount of your health benefit premiums.

If your leave expires and you have not contacted your supervisor or the School, the School will assume that you do not plan to return and that you have voluntarily terminated your employment. Employees do not continue to accrue vacation, sick leave, or holiday benefits while they are on unpaid discretionary leaves of absence.

Employees taking a personal leave of absence are not guaranteed reinstatement. The School will have complete discretion to fill their position. Only the Executive Director has authority to commit the School to any arrangement contrary to this and will do so only in writing.

Additional types of leave may also be available pursuant to applicable federal, state or local laws. Please contact Human Resources for more information.

6.9 Military Leave

All employees who leave the School for active military service or military reserve duty will be placed on an unpaid military leave of absence. Employees are entitled to reinstatement upon completion of such military service or duty, provided an application for reinstatement is made within 90 days of discharge, or as otherwise provided by law.

You may use accrued vacation time during military leave. Time spent on military leave counts for purposes of determining “length of service.” However, you will not accrue vacation or sick leave or receive holiday pay during military leave.

6.10 Jury Duty/Witness Duty

All employees who receive a notice of jury/witness duty must notify their supervisor as soon as possible so that arrangements may be made to cover the absence. In addition, employees must provide a copy of the official jury/witness duty notice to their supervisor. Employees must report for work whenever the court schedule permits. Either the School or the employee may request an excuse from jury/witness duty if, in the School’s judgment, the employee’s absence would create serious operational difficulties.

Exempt employees will receive their regular salary unless they do not work any hours during the course of a workweek. Employees may elect to use any accrued vacation during jury/witness duty leave.

In the event that the employee must serve as a witness within the course and scope of his or her employment with the School, the School will provide time off with pay.

6.11 Time Off for Voting

The School encourages its employees to fulfill their civic responsibilities by participating in elections. Because polls are open from 7:00 a.m. until 8:00 p.m., employees generally are able to find time to vote either before or after their regular work schedule. If

employees are unable to vote in an election during their non-working hours and have not requested an absentee ballot, then the School will grant up to two hours of paid time off to vote.

Employees must request time off to vote from their supervisor at least two working days prior to the election day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

Nothing in this policy requires the employee to bring his or her mail (absentee) ballot to work, including mailing such absentee ballot from work.

6.12 Emergency Duty/Training Leave

In California, no employee shall receive discipline for taking time off to perform emergency duty/training as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. If you are participating in this kind of emergency duty/training, please alert your supervisor so that he or she may be aware of the fact that you may have to take unpaid time off for emergency duty/training. In the event that you need to take time off for emergency duty/training, please alert your supervisor before doing so whenever possible. Time off for emergency training may not exceed 14 days per calendar year.

Emergency Duty/Training Leave is unpaid. You may choose to use your accrued vacation if you wish to receive compensation for this time off, but you are not required to do so.

If you feel you have been treated unfairly as a result of taking or requesting Emergency Duty/Training Leave, you should contact your supervisor or any other manager, as appropriate.

6.13 Suspended Pupil/Child Leave

California law requires employers to provide time off for parents required to visit a child's school when the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1-12 and must present the school's letter, which requests the employee's appearance at the school, to his or her supervisor at least two days before the requested time off. Employees may use accrued vacation while attending a child's school under these circumstances. If not, suspended pupil/child leave will be unpaid.

6.14 Leave for Crime Victims and Their Family Members

If you are the victim—or an immediate family member (i.e., spouse, registered domestic partner, child, step-child, sibling, step-sibling, parent, step-parent, or the child of a registered domestic partner) of the victim—of a violent felony, serious felony (as defined by the

California Penal Code), or felonies related to theft or embezzlement, you are permitted to be absent from work to attend judicial proceedings related to the crime.

You must provide your supervisor with written notification for each scheduled proceeding, unless advance notice is not possible. This time off is unpaid. You may choose to use your accrued vacation, but this is not required.

6.15 Military Spouse Leave

Qualified employees are eligible for up to 10 days of unpaid leave when their spouse or registered domestic partner is on leave from military deployment. A qualified employee is one who regularly works more than 20 hours per week and whose spouse or registered domestic partner is a member of the Armed Forces, National Guard, or Reserves and is on leave from deployment during a period of military conflict.

If you are eligible for such leave, please submit a written request for leave to Human Resources within two business days of receiving official notice that your spouse or registered domestic partner will be on leave from deployment. You will also be required to provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment.

Non-exempt employees must use accrued vacation time in order to receive compensation for this time off. If no vacation time is available, the employee may take this time off without pay. An exempt employee is required to charge any absence of four or more hours under this policy to his or her vacation bank, if any. Otherwise, exempt employees will be compensated to the extent required by applicable law.

6.16 School and Daycare Leave

If you are the parent or guardian of a child who is in school up to grade 12, or who attends a licensed day care facility, you may take up to 40 hours of unpaid leave per year to participate in the activities of the school or day care facility, to find, enroll or reenroll your child in a school or with a licensed child care provider and/or to address a child care provider or school emergency. You may take no more than eight hours off for this purpose in any one calendar month. Unless it is to address an emergency, you should schedule this time off with your supervisor in advance. You may be asked to provide documentation from the school or day care facility to confirm your attendance at its facility for reasons covered under this policy on the specific date and time that you took the leave. This time off is unpaid. You may choose to use your accrued vacation, but this is not required.

6.17 Rights for Victims of Crime or Abuse

6.17.1 Right to Time Off

If you are the victim of stalking, domestic violence, sexual assault, or a crime that caused physical injury or that caused mental injury and a threat of physical injury, or if your

immediate family member is deceased because of a crime, you are permitted to be absent from work to seek relief related to the crime or abuse. Relief includes, but is not limited to, obtaining a temporary restraining order, a restraining order, or other injunctive relief to help ensure the health, safety, or welfare of you or your child. You are permitted to take leave for this purpose whether or not any person is arrested for, prosecuted for, or convicted of committing the crime. All employees can also take time off from work to get medical attention or services from a domestic violence shelter, program, or rape crisis center, or receive psychological counseling or safety planning related to domestic violence, sexual assault, or stalking.

Employees may use available vacation (if applicable) or accrued PSL. Otherwise, the time off is unpaid. In general, employees are not required to provide documentation for time off under this policy. However, employees shall provide reasonable advance notice of their intent to take time off, unless advance notice is not feasible. If employees are unable to provide advance notice for time off under this policy, they can provide certification of their absence (such as a police report, court order, or health care provider certification, or other documentation that reasonably verifies that the crime or abuse occurred and your absence was for an authorized purpose) within a reasonable time period thereafter.

If employees provide reasonable advance notice or provide documentation within a reasonable time period thereafter for an unscheduled absence, they will not be subject to any disciplinary action for time off under this policy.

6.17.2 Right to Reasonable Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking

Employees have the right to ask the School for help or changes in their workplace to make sure they are safe at work. The School will work with its employees to see what changes can be made. Changes in the workplace may include putting in locks, changing shifts or phone numbers, transferring or reassigning the employee, or help with keeping a record of what happened to the employee. The School may ask the affected employee for a signed statement certifying that this request is for a proper purpose and may also request proof showing the need for an accommodation. The School will maintain confidentiality regarding any requests for accommodations under this policy.

6.17.3 Prohibition on Retaliation and Discrimination

The School is committed to ensuring employees are not treated differently or retaliated against because of any of the following:

- The employee is a victim of a crime or abuse.
- The employee asked for time off to get help.
- The employee asked the School for help or changes in the workplace to ensure safety at work.

6.17.4 Right to File a Complaint

If any employee believes that he or she has experienced retaliation or discrimination as a result of conduct protected by this policy, the employee may file a complaint with his or her supervisor and/or the Labor Commissioner's Office.

For more information, contact the Labor Commissioner's Office by phone at 619-220-5451 or visit a local office by finding the nearest one on website: www.dir.ca.gov/dlse/DistrictOffices.htm. The Labor Commissioner's Office provides an interpreter at no cost to the employee, if needed.

6.18 Adult Literacy Leave

Pursuant to California law, the School will reasonably accommodate any eligible employee who seeks to enroll in an adult literacy education program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an adult literacy education. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

6.19 Alcohol and Drug Rehabilitation Leave

Pursuant to California law, the School will reasonably accommodate any eligible employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that the accommodation does not impose an undue hardship on the School. The School does not provide paid time off for participation in an alcohol or drug rehabilitation program. However, you may utilize accrued vacation if you want compensation for this time off. If you do not have accrued vacation available, you will be permitted to take the time off without pay.

This policy in no way restricts the School's right to discipline an employee, up to and including termination of employment, for violation of the School's Drug and Alcohol Abuse Policy.

6.20 Civil Air Patrol Leave

Pursuant to California law, the School will provide unpaid leave to employees who are volunteer members of the California Wing of the Civil Air Patrol and who have been duly directed and authorized to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. Employees must be employed for at least 90 days immediately preceding the commencement of leave in order to be eligible.

Employees are required to give the School as much notice as possible of the intended dates upon which the leave would begin and end. The School will restore the employee to the position he or she held when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment, unless the

employee is not restored because of conditions unrelated to the exercise of the leave rights by the employee. The time off is unpaid. However, an employee may utilize accrued vacation.

6.21 Leave for Bone Marrow and Organ Donors

Pursuant to California law, the School will provide up to five business days of paid leave within a one-year period to an employee who donates bone marrow to another person. In addition, the School will provide up to 30 business days of paid leave within a one-year period and up to another 30 business days of *unpaid* leave within a one-year period to an employee who donates an organ to another person. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months.

The School requires that bone marrow donors use up to five days of available accrued PSL or vacation time during the course of the leave. Organ donors must use up to ten days of available accrued PSL or vacation time during the course of the leave.

To qualify for this leave, an employee must have been employed for at least 90 days prior to the commencement of the leave and must provide the School with written verification of his or her status as an organ or bone marrow donor and the medical necessity for the donation. During such leave, the School will continue coverage under its group medical insurance plan, if applicable. However, employees must continue to pay their portion of the applicable premiums. Employees should give the School as much notice as possible of the intended dates upon which the leave would begin and end.

7. INSURANCE BENEFITS

7.1 Medical Insurance

Eligible employees may participate in the School's medical insurance plan, subject to plan and eligibility requirements. Subject to applicable law, there is no guarantee that the School will continue to maintain a medical insurance plan or that the terms and conditions of any such plan will not be changed at any time. Further, in order to continue participation in any such plan, employees may be required to pay a part of the premium. Eligible dependents and spouses of the employee may be eligible to enroll in the medical insurance plan pursuant to the specific terms and conditions of the plan, which ultimately govern all aspects of the employee's eligibility for and participation in the plan.

7.2 Disability Insurance (Wage Supplement)

The School contributes to the State of California to provide you with State Disability Insurance ("SDI") pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. SDI is payable when you cannot work because of illness or injury not caused by employment with the School or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount.

SDI is a wage supplement provided concurrently while an employee takes an eligible leave of absence under School policy and applicable law. The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.

7.3 Paid Family Leave Insurance Benefits (Wage Supplement)

Under California law, eligible employees may participate in the Paid Family Leave (“PFL”) insurance program, which is part of the state’s unemployment compensation disability insurance program. The PFL program provides up to eight weeks of partial wage replacement benefits to employees who take time off to care for a seriously ill or injured child, spouse, parent, registered domestic partner, siblings, grandparents, grandchildren, or parents-in-law or to bond with a new child (birth, foster care, or adoption). The PFL program does not provide job protection or reinstatement rights. It is a wage supplement provided concurrently while an employee takes an eligible leave of absence under School policy and applicable law.

The School may require you to take up to two weeks of accrued but unused vacation prior to your receipt of benefits under the PFL program.

The program will be administered in a manner consistent with California law. For more information regarding this program, you may contact the California Employment Development Department.

7.4 Unemployment Compensation

The School contributes a significant amount of money each year to the California Unemployment Insurance Fund on behalf of its employees. Under certain circumstances, you may be eligible for unemployment insurance benefits.

7.5 Social Security

Social Security is an important part of every employee’s retirement benefit. The School pays a matching contribution to each employee’s Social Security taxes.

7.6 Workers’ Compensation Insurance

At no cost to you, you are protected by the School’s workers’ compensation insurance policy while employed by the School. This policy covers you in case of occupational injury or illness.

**EMPLOYEE HANDBOOK ACKNOWLEDGMENT
AND AT-WILL AGREEMENT**

ALL EMPLOYEES MUST READ THIS EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO HUMAN RESOURCES WITHIN ONE WEEK OF RECEIPT.

I have received a copy of Bella Mente Montessori Academy's Employee Handbook. I understand that it is my responsibility to carefully read and understand its contents and I agree to follow the policies stated therein. Unless specified otherwise in an agreement between me and the School, I agree that the School and I both have the right to terminate my employment at any time, with or without notice, and with or without cause. I further understand that transfers, demotions, suspensions, employee discipline, and changes in the terms and conditions of employment may be administered at the sole and absolute discretion of the School. Unless specified otherwise in an agreement between me and the School, I understand that I am an at-will employee. I understand that these conditions of my employment may not be modified orally and may only be modified in a writing signed by the Executive Director of the School and me and approved by the School's Governing Board.

I understand that nothing in the Handbook is intended, nor should be construed, as a limitation of my right and the School's right to terminate the employment relationship at any time, with or without notice, and with or without cause, or the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that nothing in the Handbook is intended, nor should be construed, to create an implied or express contract of employment contrary to this express at-will agreement or to the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion. I understand that the School reserves the right to depart from and modify the policies stated in the Handbook at its sole discretion, with the exception of my at-will status and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment. The foregoing constitutes the entire terms of the agreement between me and the School regarding the duration and at-will nature of my employment and the School's absolute right to transfer, demote, suspend, administer discipline, and change the terms and conditions of employment at its sole discretion.

Date: _____

Signed: _____
Employee

Employee Printed Name: _____

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 2.

TO: Board of Directors

FROM: Executive Director

DATE: May 10, 2022

SUBJECT: Approve the Certificated Management Salary Schedule to meet a competitive local minimum

ISSUE: As a school, we would like to offer competitive salaries to our Certificated Management staff to retain and attract .

BACKGROUND: Bella Mente is currently using a Certificated Leadership Schedule that was adopted in 2013. There have been no changes made to the scale since then. We are proposing to update the scale to a more competitive level. The current salary scale for Executive Director salary is equivalent to Vista Unified's School Principal pay scale for the 2013-2014 school year. The current salary scale for BMA's Principal's Salary is equivalent to Vista Unified's Assistant Principal pay scale from 2013.

Our teaching staff received an increase multiple times since 2013. The starting salary in 2013 was \$36,000.00 and in March of 2016 starting salary was \$39,847.00 and again in May of 2019 and again in December 2021. The current starting salary for teaching staff is \$53,940. The first three salary increases were a total scale bump. The last was a base salary increase. All of these raises together over the years have raised the Teaching Salary a total of 49.83% for teachers in their first 3 years of teaching. Our Teacher salary is on par with our local surrounding schools. Our teaching staff benefits are equivalent or a richer plan.

While we have historically raised employee pay rates to meet our competitors, our leadership salaries have remained unchanged. To attract high quality candidates for our leadership level positions, we must prioritize the hiring of highly qualified individuals. To do so, our compensation levels must be in-line with our competitors.

Salary Schedules with Similar or Equivalent Positions:

Carlsbad Unified School District

2018 Employment Contract

Superintendent \$247,490.25

Carlsbad Unified School District

06/09/2021 Management Salary Schedule

Director Range 21 Step 1 \$133,382.00

(Director Range 21 Step 11 \$160,838.00 + 5% increase per year after)

Escondido Union School District

07/01/2021 Salary Schedule

Deputy Superintendent Range 6-1 Step 1 \$162,600.00

Assistant Superintendent Range 6-2 Step 1 \$154,855.00

Escondido Union School District

09/12/2019 Superintendent Salary Schedule

Superintendent Range 1-2 Step 1 \$242,102.00

(Range 6-1 Step 7 \$194,152.00 plus a Master's Stipend \$1,500 a year)

Guajome Park Academy 2021-2022

Certificated Administration Schedule

Superintendent- Unavailable

Assistant Site Administrator Range 48 Step 1 \$103,219.00

Management Salary Schedule

Directors Range 60 Step 1 \$104,496.00

(Director Range 60 Step 14 \$135,493.00)

High Tech High

Executive Director \$355,589-unknown beginning salary range

KIPP Public School

Non-Teaching Pay Schedule 05/19/2020

Executive Director Minimum Starting Range \$100,000.00 - \$150,000.00

Oceanside Unified School District

07/01/2021 Leadership Salary Schedule

Director Range 25 Step 1 \$129,917.00

(Director Range 25 Step 6 \$150,610.00 + 10% increase after 11th year + 13% year 16)

The OFarrell Charter School

Superintendent

Unavailable

Academic Dean Salary Schedule 12/17/2020

Step 1 \$88,051.94 Step 6 \$104,770.66

Director of Operations Salary Schedule 01/01/2021

Step 1 \$126,216.27 Step 10 \$152,156.90

Principal

Step 1 \$131,403.24 Step 10 \$156,682.10

San Diego Unified School District

Site Administrator 07/01/2021

Site Administrator Salary Plan Step 1 \$131,264.22

(Step 14 \$143,480.40)

San Marcos Unified School District

2021 Administrative Salary Schedule

Executive Director Step 1 \$139,105.00

Director Step 1 \$135,637.00

(Executive Director Step 6 \$165,212.00 + \$4,652.00 per year after)

Vista Unified School District

07/01/2019 Assistant Superintendent Salary Schedule

Certificated Assistant Superintendent Grade 32 Step 1 \$184,474.98

(Cert Assistant Superintendent Grade 32 Step 4 \$195,766.33)

Vista Unified School District

07/01/2019 Management Team 2021-2022

Coordinator of Excellence & Innovation Range 25 Step 1 \$117,692.00

Executive Director Excellence & Innovation, Elementary Range 31 Step 1 \$133,153.00

(Director Range 31 Step 14 \$151,991.00)

California Department of Education:

2019-2020

School Site Administrator \$113,466.00

Superintendent \$150,704.00

Salary.com

2019-2020

Superintendent Small School Avg. Step 1 \$108,841.47 Avg. Step 10 \$167,247.00

Glassdoor.com

2020-2021

Charter School Director starting Avg. \$108,868.00

Charter School Superintendent starting Avg. \$202,392.00

Bella Mente Montessori Academy

Leadership Team

Executive Director/Superintendent Range 31 Step 1 \$97,866

The San Diego Union-Tribune

San Diego County's highest-paid superintendents

Here's how much the county's 20 top-paid superintendents made in total pay, and how much they were given in medical and retirement benefits, for 2020.

Superintendent	District	2020 enrollment	Benefits	Total pay
David Miyashiro	Cajon Valley Union Elementary	15,776	\$68,167	\$392,519
Candace Singh	Fallbrook Union Elementary	4,756	\$68,988	\$386,538
Paul Gothold	San Diego County Office of Education	1,159	\$79,743	\$360,057
Katie McNamara	South Bay Union	4,576	\$68,881	\$334,284
Francisco Escobedo	Chula Vista Elementary	22,452	\$60,607	\$325,366
Marian Kim-Phelps	Poway Unified	35,663	\$73,872	\$312,084
Holly McClurg	Del Mar Union Elementary	3,853	\$59,756	\$302,235
Cindy Marten*	San Diego Unified	97,968	\$63,155	\$301,852
Julie Vitale	Oceanside Unified	16,373	\$61,675	\$279,568
Karen Janney	Sweetwater Union High	37,060	\$51,330	\$278,326
Robert Haley	San Dieguito Union High	13,001	\$63,992	\$275,323
Carmen Garcia	San Marcos Unified	19,767	\$44,226	\$266,723
David Feliciano	La Mesa-Spring Valley	11,203	\$64,907	\$263,287
Matthew Doyle	Vista Unified	19,722	\$43,225	\$260,000
Anne Staffieri	Escondido Union High	7,118	\$64,316	\$252,707
Andree Grey	Encinitas Union Elementary	4,918	\$38,193	\$252,199
Luis Rankins-Ibarra	Escondido Union	14,197	\$53,234	\$249,902
Theresa Kemper	Grossmont Union High	16,996	\$53,909	\$248,798
Benjamin Churchill	Carlsbad Unified	10,863	\$43,612	\$247,490
Kristin Baranski	Santee	6,482	\$42,055	\$244,970

*Marten left the district in May 2021.

Sources: Transparent California; California Department of Education

Michelle Guerrero / The San Diego Union-Tribune

FISCAL IMPACT/ FUNDING SOURCE: General funds

RECOMMENDATION: N/A

Respectfully Submitted,

Erin Feeley
Executive Director



Bella Mente Academies

Certificated Management

	Current-225 day	Proposed-225 Day	Proposed- 215 day	Proposed-205 day	Current	Proposed-225 Day	Current-225 Day	Proposed
	Superintendent	Superintendent	Superintendent	Superintendent	Director		Principal	
STEPS								
1	\$97,866.00	\$133,165.00	\$126,125.00	\$120,259.00	N/A	\$114,817.00	\$90,875.25	\$99,254.00
2	\$100,312.65	\$138,368.00	\$131,053.00	\$124,958.00		\$119,302.00	\$93,147.13	\$103,132.00
3	\$102,820.47	\$143,571.00	\$135,981.00	\$129,656.00		\$123,788.00	\$95,475.81	\$107,011.00
4	\$105,390.98	\$148,774.00	\$140,909.00	\$134,355.00		\$128,273.00	\$97,862.70	\$110,889.00
5	\$108,025.75	\$153,976.00	\$145,837.00	\$139,054.00		\$132,577.00	\$100,309.27	\$114,767.00
6	\$110,726.40	\$159,179.00	\$150,764.00	\$143,752.00		\$137,246.00	\$102,817.00	\$118,646.00
7	\$111,833.66	\$162,363.00	\$153,870.00	\$146,627.00		\$139,991.00	\$103,845.17	\$121,019.00
8	\$112,952.00	\$165,610.00	\$156,855.00	\$149,560.00		\$142,791.00	\$104,883.63	\$123,439.00
9	\$114,081.52						\$105,932.46	
10	\$115,222.33						\$106,991.79	
11	\$116,374.56						\$108,061.70	
12	\$117,538.30						\$109,142.32	
13	\$119,301.38						\$110,779.46	
14	\$121,090.90						\$112,441.15	
15	\$122,907.26						\$114,127.77	
20	\$125,365.40						\$116,410.32	
25	\$127,872.71						\$118,738.53	

Board Recommended April 12, 2022

*Max 5 year experience cap certificated employees hired after 7/1/2020=Employees will begin on step 5

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 3.

TO: Board of Directors

FROM: Executive Director

DATE: May 10, 2022

SUBJECT: Discussion and Approval of the updated Certificated Teacher Salary Schedule effective July 1, 2022

ISSUE: The starting pay for teachers was updated to reflect the increases in wage exemptions.

BACKGROUND:

STEPS				
	Intern	PreLim/No Mont	Prof Clear or Mont	Prof Clear & MA
	1	2	3	4
1	\$53,940	\$53,940	\$53,940	\$53,940
2	\$53,940	\$53,940	\$53,940	\$53,940
3	\$53,940	\$53,940	\$53,940	\$53,940
4	\$53,940	\$53,940	\$53,940	\$53,940
5	\$53,940	\$53,940	\$53,940	\$54,482

Proposed:

STEPS				
	Intern	PreLim/No Mont	Prof Clear or Mont	Prof Clear & MA
	1	2	3	4
1	\$53,940	\$53,940	\$53,940	\$53,940
2	\$53,940	\$53,940	\$53,983	\$54,075
3	\$53,940	\$53,940	\$54,026	\$54,210
4	\$53,940	\$53,940	\$54,070	\$54,346
5	\$53,940	\$53,940	\$54,113	\$54,482

The proposal only updates columns 3 and 4, rows 2, 3 and 4.

FISCAL IMPACT/ FUNDING SOURCE: General Fund

RECOMMENDATION: Approve the updated Certificated Teacher Salary Scheduled as presented.

Respectfully Submitted,

Erin Feeley
Executive Director



Bella Mente Academies

Certificated
189 DAYS

STEPS							STEPS
	Intern	PreLim/No Mont	Prof Clear or Mont	Prof Clear & MA	Prof Clear & Mont	Prof Clear, MA & Mont or Sped	
	1	2	3	4	5	6	
1	\$53,940	\$53,940	\$53,940	\$53,940	\$53,940	\$53,940	1
2	\$53,940	\$53,940	\$53,983	\$54,075	\$53,940	\$55,621	2
3	\$53,940	\$53,940	\$54,026	\$54,210	\$53,940	\$57,980	3
4	\$53,940	\$53,940	\$54,070	\$54,346	\$54,851	\$60,341	4
5	\$53,940	\$53,940	\$54,113	\$54,482	\$57,099	\$62,701	5
6	\$53,940	\$54,114	\$54,114	\$56,731	\$59,347	\$65,061	6
7	\$53,940	\$54,114	\$56,362	\$58,979	\$61,595	\$67,421	7
8	\$53,940	\$54,114	\$58,610	\$61,227	\$63,842	\$69,782	8
9	\$53,940	\$54,114	\$60,857	\$63,474	\$66,090	\$72,141	9
10	\$53,940	\$54,114	\$63,105	\$65,722	\$68,338	\$74,502	10
11	\$53,940	\$54,114	\$65,353	\$67,970	\$70,586	\$76,862	11
12	\$53,940	\$54,114	\$65,353	\$70,218	\$72,833	\$79,223	12
13	\$53,940	\$54,114	\$65,353	\$70,218	\$75,081	\$81,582	13
14	\$53,940	\$54,114	\$65,353	\$70,218	\$75,081	\$81,582	14
15	\$53,940	\$54,114	\$65,353	\$70,218	\$77,329	\$81,582	15
16	\$53,940	\$54,114	\$67,601	\$72,465	\$77,329	\$81,582	16
17	\$53,940	\$54,114	\$69,849	\$74,713	\$79,577	\$83,943	17
18	\$53,940	\$54,114	\$69,849	\$74,713	\$79,577	\$83,943	18
19	\$53,940	\$54,114	\$69,849	\$74,713	\$81,824	\$86,303	19
20	\$53,940	\$54,114	\$69,849	\$74,713	\$81,824	\$86,303	20
21	\$53,940	\$54,114	\$72,096	\$76,961	\$84,072	\$88,663	21
22		\$54,114	\$72,096	\$76,961	\$84,072	\$88,663	22
23		\$54,114	\$72,096	\$76,961	\$84,072	\$88,663	23
24		\$54,114	\$72,096	\$76,961	\$86,320	\$91,023	24
25		\$54,114	\$72,096	\$76,961	\$86,320	\$91,023	25
26		\$54,114	\$72,096	\$76,961	\$86,320	\$91,023	26
27		\$54,114	\$72,096	\$76,961	\$86,320	\$93,384	27
28		\$54,114	\$72,096	\$76,961	\$86,320	\$93,384	28
29		\$54,114	\$72,096	\$76,961	\$86,320	\$93,384	29
30		\$54,114	\$72,096	\$76,961	\$86,320	\$95,744	30

Board Recommended May 10, 2022, 2021

Salary Minimum Wage Adjusted for 1/1/2022

*Max 5 year experience cap certificated employees hired after 7/1/2020

Effective 22-23 School Year

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 4.

TO: Board of Directors

FROM: Executive Director

DATE: May 10, 2022

SUBJECT: Second Read of the 2022-23 Local Control and Accountability Plan (year 2 of 21-24 cycle)

ISSUE: Each year the school needs to present an updated Local Control and Accountability plan to the Board of Directors which is approved before June 30.

BACKGROUND: In 2013, the State of California adopted a new funding system, known as the Local Control Funding Formula (LCFF), which provides a uniform funding level for every student in California with additional revenue to serve students with the greatest needs such as our students who are English learners, children from low-income families, and foster youth.

Under the new formula, school districts must create an LCAP that sets goals for student achievement and describes how the district will use its budget to achieve those goals, paying particular attention to traditionally underserved student populations. In developing these plans, districts must get input from parents, staff, students and the community.

The LCAP includes annual goals aligned to the eight state priorities specified by state officials: student achievement, student engagement, other student outcomes, school climate, parental involvement, basic services, implementation of California Standards, and course access.

Charter schools must describe goals and specific actions to achieve those goals for all students and each LCFF subgroup of students including students with disabilities and homeless youth, for each of the state priorities that apply for the grade levels served or the nature of the program operated by the charter school, and any locally identified priorities. For charter schools, the inclusion and description of goals for state priorities in the LCAP may be modified to meet the grade levels served and the nature of the programs provided, including modifications to reflect only the statutory requirements explicitly applicable to charter schools in the EC. Changes in LCAP goals and actions/services for charter schools that result from the annual update process do not necessarily constitute a material revision to the school's charter petition.

Due to COVID, an LCAP was not created for the 20-21 school year. Instead, the Learning Continuity and Attendance Plan (LCP) replaced the LCAP for this current school year. The Annual Update for the LCP is discussion item number 1.

The 21-22 school year is the beginning of a new three year goal cycle with goals created by the Principal with consultation from the school's stakeholders. The final approval of the LCAP will be during the June board meeting. The Board is reviewing a 2nd draft at this May meeting. During tonight's session, the Board will provide feedback on the three (3) amended goals proposed by the Principal.

FISCAL IMPACT/ FUNDING SOURCE: Supplemental Grant Funding amount will be updated when student count is determined for 22-23.

RECOMMENDATION: N/A

Respectfully Submitted,

Erin Feeley
Executive Director

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Bella Mente Montessori Academy

CDS Code: 37684520128223

School Year: 2022-23

LEA contact information:

Erin Feeley

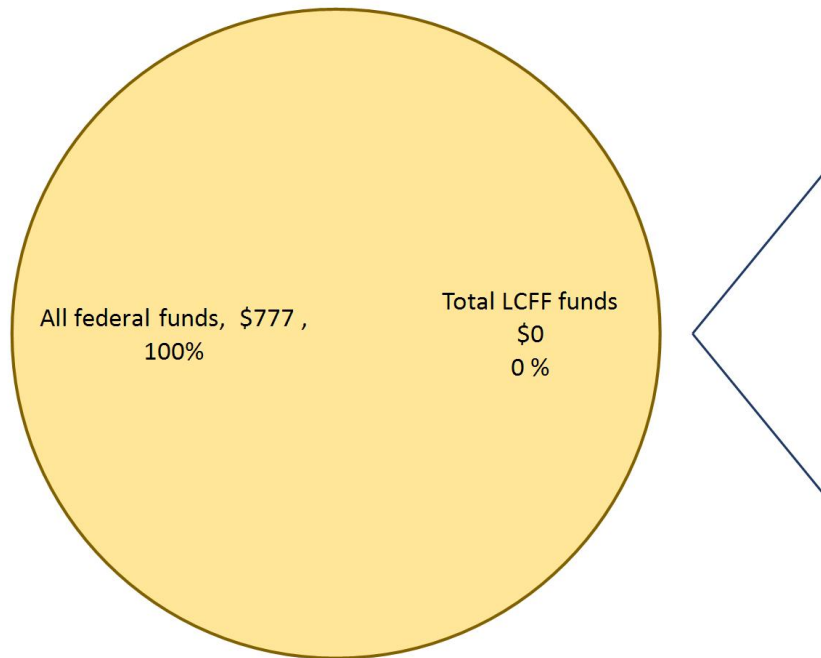
Executive Director

760-621-8948

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2022-23 School Year

Projected Revenue by Fund Source



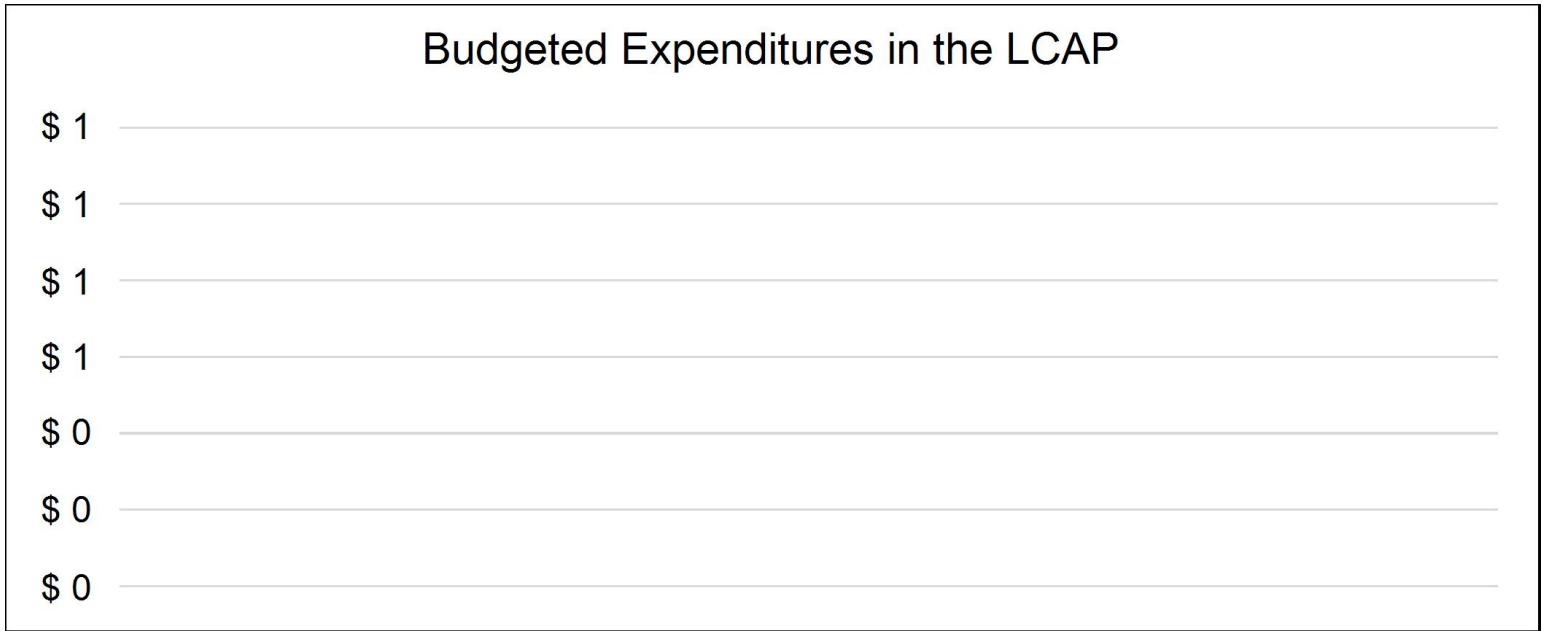
This chart shows the total general purpose revenue Bella Mente Montessori Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Bella Mente Montessori Academy is \$, of which \$ is Local Control Funding Formula (LCFF), \$ is other state funds, \$ is local funds, and

\$777 is federal funds. Of the \$ in LCFF Funds, \$ is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Bella Mente Montessori Academy plans to spend for 2022-23. It shows how much of the total is tied to planned actions and services in the LCAP.

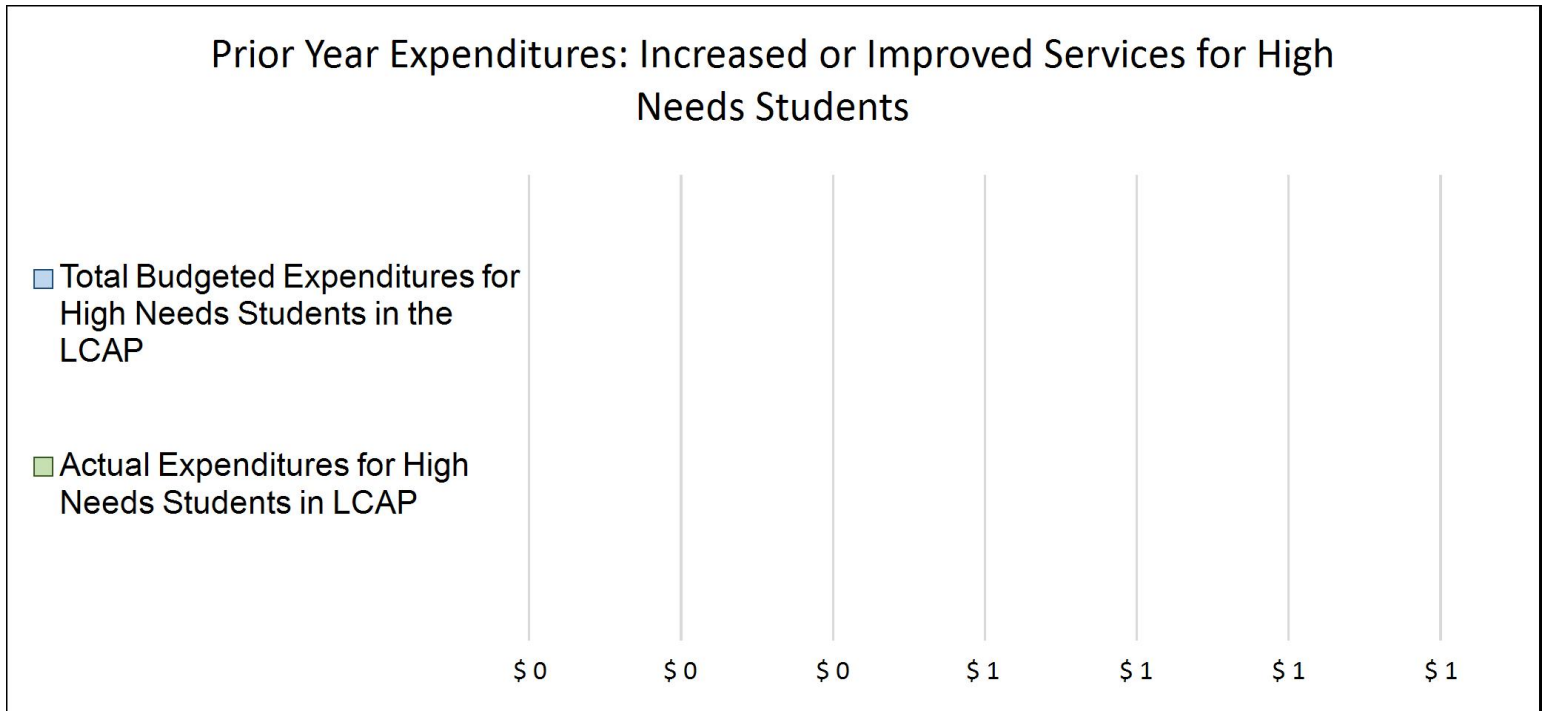
The text description of the above chart is as follows: Bella Mente Montessori Academy plans to spend \$ for the 2022-23 school year. Of that amount, \$ is tied to actions/services in the LCAP and \$ is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2022-23 School Year

In 2022-23, Bella Mente Montessori Academy is projecting it will receive \$ based on the enrollment of foster youth, English learner, and low-income students. Bella Mente Montessori Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Bella Mente Montessori Academy plans to spend \$ towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2021-22



This chart compares what Bella Mente Montessori Academy budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Bella Mente Montessori Academy estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2021-22, Bella Mente Montessori Academy's LCAP budgeted \$ for planned actions to increase or improve services for high needs students. Bella Mente Montessori Academy actually spent \$ for actions to increase or improve services for high needs students in 2021-22.

Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Bella Mente Montessori Academy	Erin Feeley Executive Director	info@bellamentecharter.org 760-621-8948

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).

Bella Mente Montessori Academy engaged with its educational partners for the development of the 2021-22 LCAP. Resources available as of June 15, 2021 did not permit inclusion of all state funds included in the Budget Act of 2021. Additional funds not included in the 2021-22 LCAP include:

LCFF S&C including One-time 15% Add-On (\$0.00): Unfortunately Bella Mente did not qualify for these dollars

Educator Effectiveness Block Grant (\$106,199.00): A first read public meeting/forum was held on 12/07/2021 regarding the Educator Effectiveness Block Grant. The final approval was received at a public meeting on 12/14/2021. Bella Mente will use the funds to hire a professional to work in the role of academic coach to mentor all credentialed and classified staff. The purpose of this position is to help staff better engage scholars and use the standards based curriculum which has been adopted by the Board of Directors. This position will provide the professional development needed for all educational staff to succeed in their position. The title of this position has not been defined at this date. This position will assist in training to assure the school offers programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science. In addition, this position will provide training for staff on practices and strategies that reengage pupils and lead to accelerated learning. These funds will be used to fund this position in the academic year 2022-2023.

Pre-K Planning & Implementation Grant (\$64,116.00): This consists of a \$50,000 base component, \$9,85.00 enrollment component, and a \$4,241.00 supplemental component. A public meeting forum is planned on March 16, 2022 regarding the Pre-K Planning & Implementation Grant. June

06/08/2021 Students entering the transitional kindergarten/kindergarten program at Bella Mente, if according to the school's charter document and state law, do not require Board approval. Students who fall into a specific category, with a birthday after December 2, an approval is required by the Board of Directors, before the student can enroll. This policy addresses the issue that a student may have delayed enrollment if required to wait for a Board approval and the Board of Directors would be enrolling a student based on information provided by the school staff. By adopting this policy, the school board aims to place the determination of enrollment on the school Principal and appropriate staff designated by the school Principal, and bypass the requirement to submit for board approval each student enrollment. This policy requires all statutes of law be followed, including the parent/guardian being notified by school staff the advantages, disadvantages, and other information about the effect of early admittance to the Program. Bella Menete looks forward to an expanded pre-k program with the increase in funding over the next few years.

Expanded Learning Opportunities Program (\$153,153.00): A public meeting forum is planned on 03/16/2022 regarding the Expanded Learning Opportunities Program.

First Read/Collect Stakeholders 04/13/2021

Final Read 05/11/2021 Bella Mente's ELO plan is a representation of the parents, staff, and student's recommendations. The ELO enables Bella Mente to use ELO funding to supplement existing instructional programs, extending instructional learning time after school and increase social and emotional services for English Learners, disengaged students, students with an IEP (Individual Educational Plan), and students who are below grade level, for the 2021-22 school year. With the ELO grant, Bella Mente has hired a reading specialist, counselor and multiple community liaisons and attendance outreach to assist our students and their families.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

Bella Mente Montessori Academy has an unduplicated pupil enrollment of 39% (20-21 P2) and therefore did not receive additional concentration grant add-on funding.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

Throughout the annual LCAP development process, Bella Mente Montessori Academy received input on a variety of programs and services

provided to students. Due to limited LCFF resources and previous funding plan development, not all of these expressed needs were addressed in the 21-22 LCAP, however the feedback received has been considered in the use of additional funds including federal COVID-19 Relief funds.

The LEA engaged its educational partners during the release of these federal funds as follows:

CARES, LLMP< ESSER I, GEER I, CRRSA-ESSERII) efforts used when planning

Input from the BMA community is crucial to developing an ESSER LEA plan which meets the needs of the community we serve. Informal feedback from staff and stakeholders was used to create the first draft of the plan which was shared with families on September 14. Stakeholders were encouraged to share feedback on the draft plan which was presented to the Board of Directors at their September meeting for feedback. Stakeholders were engaged with a Google Survey to increase the amount of feedback received. A final draft was submitted to the Board of Directors and stakeholders for approval at the October 12, 2021 Board of Directors meeting. Bella Mente evaluated its community engagement opportunities and determined that specific civil rights organizations, tribes and advocates are neither present nor served by the school.

Based on the draft plan which was submitted to the Board of Directors at their meeting on Tuesday, September 14, 2021, a survey was sent to stakeholders to elicit feedback. The Family and Staff survey, sent via email and text message, received 35 responses from Families and 21 from Staff. The survey requested stakeholders to mark which supports they would like to see continued in the 2022-2023 school year.

Responses are summarized below.

Families:

School Counselor - 65.7%
Reading Intervention Specialist - 77.1%
Math Intervention Specialist - 74.3%
After School Sports - 62.9%
After School Art/Music - 74.3%
After School Tutoring - 54.3%
Summer Learning Program - 45.7%
Extended School Year - 20%
Extended School Days - 20%

In addition, families suggested access to after school programs which provide enrichment for their scholars and increased STEM opportunities. One family suggested if late start Mondays continue, that no-cost childcare be provided.

Staff:

School Counselor - 45.8%
Reading Intervention Specialist - 75%
Math Intervention Specialist - 58.3%
After School Sports - 45.8%

After School Art/Music - 54.2%
After School Tutoring - 50%
Summer Learning Program - 29.2%
Extended School Addition - 0%
Extended School Day - 0%

In addition, staff suggested access to sports programs, a Social Emotional Learning program or curriculum, elective programming during the school day, classroom aide support, and education for parents. After analyzing stakeholder feedback, BMA feels that a strong focus on targeted interventions for math and ELA as well as providing social emotional development opportunities with a strong sense of belonging are important continuing into the 2022-2023 school year.

Expanded Learning Opportunities Grant (ELOG- code 3216, 3217, 3218) efforts used when planning
ESSER III (link to ESSER III) efforts used when planning:

All engagement sessions

Board Meetings:

08/04/2021, 09/14/2021, 10/12/2021, 12/07/2021, 01/1/2022

DELAC Meetings:

09/14/2021, 10/12/2021, 11/09/2021, 12/14/2021

Answer's with Dr. McQuestion:

09/30/2021, 10/28/2021,

New Student Info Event

08/05/2021, 08/19/2021, 09/02/2021, 09/16/2021,

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

It is a priority of Bella Mente Montessori Academy to ensure the health and safety of students, educators, and other staff as well as to ensure continuity of services, as required by the American Rescue Plan (ARP) Action of 2021. To this end, BMMA has planned actions identified in our Elementary and Secondary School Emergency Relief (ESSER) III Expenditure Plan.

Specifically, we have created the job description for the Director of Compliance and Academic Accountability which will be funded in its first year by the ESSER III. This position will provide training to staff to increase student performance.

We have also experienced challenges to implementation. These challenges included an increase in COVID cases in our local area, especially during the month of January. While advertisements were placed for a long term substitute, instructional assistants and noon duties we have had little to no turn out. We have used several hiring sites (Indeed, Craigslist & EdJoin) and strategies for our open positions, including raising

the hourly starting wage. We start with a simple phone interview and then follow up with an in person/virtual interview. We have continued to struggle with applicants not showing up for interviews. Individuals hired for the position have begun training or worked for a few days and informed the school they plan to return to full time staying at home.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.

Bella Mente Montessori Academy considers the LCAP to be the comprehensive planning document which captures the priorities, goals, and actions to improve student outcomes. As such, the additional funds received are viewed through the lens of the LCAP to determine where student needs exist and what services are needed to address those needs. In the LCAP, goal 1 states Bella Mente will offer a California standards based curriculum along with targeted interventions to support academic growth in ELA and Math for all students as measured by statewide assessments and internal assessments. Goal 2 states Bella Mente will provide a safe community for all scholars which promotes health and well-being, creativity, positive social and emotional development, strong staff/scholar relationships, and a sense of belonging as measured by staff/student/family surveys. Goal 3 states Bella Mente will increase parent involvement through collaboration and open communication and continue to build a collaborative culture which promotes creativity, responsibility, participation, and trust among all stakeholders where diversity and equity are valued.

Some examples of the alignment of these funds to the LCAP are:

1. ESSERII funds have been used to maintain operations and continuity of services and continue to employ existing staff.
2. Title I funds have been used to hire an additional full time reading specialist to work with students.
3. ELO funds have been used to hire and maintain Instructional Assistant staff, hire an additional reading specialist to provide additional academic services for students, to provide training for school staff, to fund a full time counselor for all students, to fund internet service for students who do not have access at home, to fund 2 full time substitute teachers to provide additional academic services for students, to hire multiple individuals to act as community liaisons to ensure families have access to the supports they need in their native languages, and to provide students access to after school programs such as music, art and physical education.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local

2022-23 Local Control Accountability Plan for Bella Mente Montessori Academy

Control and Accountability Plan (LCAP), please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA’s educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA’s educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: “A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: “A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: “A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fq/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fq/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: “A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA's implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: "A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA's 2021–22 LCAP and Annual Update."

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA's 2021–22 LCAP. For purposes of responding to this prompt, "applicable plans" include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021

Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Bella Mente Montessori Academy	Erin Feeley Executive Director	efeeley@bellamentecharter.org 760-621-8948

Plan Summary [2022-23]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Bella Mente Montessori Academy (BMMA) was established in 2013 and offers a quality Montessori education, led by Montessori trained teachers in Primary and Lower Elementary grades. As students transition to Upper Elementary and Middle School, students experience a Montessori philosophy based education experienced through project based learning.

Mission: We provide students with the opportunity to acquire an education based on a quality curriculum founded on the educational philosophy of Dr. Maria Montessori.

Vision: We promote an educational atmosphere that encourages cultural, linguistic and socioeconomic diversity.

We provide an environment where children reach their full potential as independent lifelong learners with the skills, knowledge, and values to be compassionate members of a peaceful world. We prepare children to care for their bodies through healthy eating and living.

Bella Mente is proud to house a Garden and Nutrition program in partnership with The Sage Garden Project. The mission of our program is to generate a learning experience empowering a student's effective global environmental awareness and education through the support of a full project based curriculum. Utilizing quality Montessori philosophies, we strive to foster forward thinking students prepared with 21st Century skills while enriching and nurturing the whole child. In either our garden classroom or with the mobile nutrition cart granted to us from the Sage Garden Project (SGP), we strive to teach the students at Bella Mente Montessori Academy (BMMA) an education that teaches life skills beyond the walls of our campus. Whether a student becomes a future farmer, turns towards a career in agriculture, becomes a scientist, the next Top Chef or most importantly a productive member of our society. We believe in giving an ultimate well rounded learning experience coupled by curriculum from a multitude of resources. BMMA educates our students with an innovative curriculum for all the grades from TK8 with a direct link between garden and nutrition, environment and science, health wellness and social skills. In 2019 and 2020 (hiatus of the award in 2021), Bella Mente was proud to be recognized as one of America's Healthiest Schools with the Bronze Award from

the Alliance for a Healthier Generation. In 2021, Bella Mente was recognized as a Bronze Level California Green Ribbon School for its efforts in whole school sustainability.

Bella Mente is also a Leader in Me School using teaching practices to promote social and emotional learning. The practice teaches the 7-Habits of Highly Effective People made famous by Franklin Covey. Our staff sets high expectations for our students who we describe as “scholars.” Bella Mente gives all scholars the opportunity to participate in an educational setting that values an atmosphere of respect, responsibility, which encourages all to be productive and safe. We believe that each scholar has amazing potential and supports independence and autonomy.

BMA is located in an urban area of Vista, California. Many of our scholars would not have the opportunity to attend a Montessori school due to the high cost associated with traditional private Montessori schools.

BMA's 2021-2022 student population is 51.4% Hispanic, 34% White, 7.7% Multi Race, 3.2% Asian, 1.9% Black or African American, 1.5% Filipino and 0.2% American Indian. Almost 53% of our students are identified as socioeconomically disadvantaged and 61% qualify for free and reduced meals. Currently over 9% of our population is experiencing homelessness, 15% have special needs, and we currently do not have foster youth students enrolled.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

BMA's personalized learning model based on Dr. Maria Montessori's educational philosophy is tailored to meet the needs and interests of all learners. It is a view based on supporting the development of the whole child - physical, social, emotional, cognitive. Using this lens, BMA developed a standards-based distance learning program to support all scholars. While state testing was suspended for the 2019-2020 school year and optional for the 2020-2021, BMA utilized the research based assessments developed by NWEA to measure scholar learning during this unusual time in educational history.

Through Professional Learning Communities, both grade-level teams and whole staff meetings, teachers and administration analyzed data to develop targeted interventions for scholars. Targeted interventions were implemented in the classroom by the teacher of record with additional support provided by two reading specialists, and/or after-school bilingual teachers. Students who found they needed additional assistance were offered support four days a week after normal school hours via a robust standard-based online tutoring program to support both English and Spanish speaking scholars.

Dashboard data for California has not been available since 2019 due to the COVID10 pandemic. For 2019, BMA demonstrated an increase of 5.8 points from the previous year in ELA for all students. An increase of 5.4 points in mathematics was demonstrated, scholars with Disabilities demonstrated an increase of 17.1 points, English Language Learners demonstrated an increase of 8.8 points.

In lieu of SBAC state assessments, BMA administered NWEA MAPs assessments for the 2019/20 and 2020/21 school year in the Fall, Winter, and Spring.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Overall BMA continues to work toward all scholars working at grade level, however BMA recognizes the need for continuous improvement and supports for all student groups to grow academically at the same rate as their peers. Reviewing the 2019 Dashboard for ELA we see that Students with Disabilities are in the Red, English Learners and Hispanic subgroups are in the Orange, Socioeconomically Disadvantaged subgroups are in the Yellow. Mathematics demonstrates similar results: English Learners, Hispanic, Students with Disabilities are in the Orange, and our Socioeconomically Disadvantaged subgroup is in the Yellow.

BMA began administering NWEA MAP formative assessment in the 2019-20 school year and maintained using MAP assessments throughout the 2020-21 school year. MAP data indicates an overall decrease in students At or Above Grade Level in both Reading and Math, except Kindergarten, First grade and Eighth grade. BMA continues to demonstrate a need to provide targeted support and interventions to improve the overall performance of scholars meeting or exceeding state standards.

Chronic Absenteeism Rates overall were in the Orange performance band. While no student group was in the Red Band, Students with Disabilities, English Learners, Hispanic, and Two or More Races were in the Orange band, and Socioeconomically Disadvantaged were in the Yellow band. BMA is working with SDCOE and our District authorizer to focus on programs that encourage attendance by all subgroups. BMA demonstrates that five subgroups are in the Orange for Suspension Rate. BMA has had no suspensions during the current school year. BMA actively participates in SDCOE's Restorative Practices program and all teachers will be trained at the beginning of the next school year. BMA also holds parent workshops regarding Restorative Practices.

BMA is implementing a SEL Committee that has attended all training sessions at SDCOE and will be supporting the implementation of a new SEL curriculum to be used in the classroom for all grade levels. The goal is to decrease suspensions, increase attendance, and overall increase positive teacher-student relationships and student belonging.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

In the area of academic performance the subgroups of Students with Disabilities were in the Red band, English Learners and Hispanic subgroups were in the Orange, Socioeconomically Disadvantaged subgroups were in the Yellow. Mathematics demonstrates similar results: English Learners, Hispanic, Students with Disabilities were in the Orange Band, and our Socioeconomically Disadvantaged subgroup was in the Yellow band. BMA will continue to provide targeted instruction and interventions to meet the needs of all scholars via reading specialists, standards based curriculum, and after school academic support (Goal 1 Actions 1, 2, 3, 4).

In the area of social emotional learning, BMA will continue to work on providing a safe community for all scholars which promotes health and well-being, creativity, positive social and emotional development, strong staff/scholar relationships, and a sense of belonging. BMA uses the Leader in Me program to provide scholars with the skills to be leaders in their community. BMA offers rich art and garden/health programs which are being expanded to help improve social emotional learning, which also positively impacts attendance and suspension rate. Along with these interventions BMA is strengthening Restorative Practices intervention to include parents as well as scholars. All staff will be trained in Restorative Practices (Goal 2 Actions 1, 2, 3).

In the area of parent involvement a survey was sent in the winter of 2019 and 85% of stakeholders who responded to our annual climate survey responded they feel comfortable talking to their child's teacher. 91% of respondents feel our teachers treat their child with respect, 85.7% feel they can approach their school principal and 84.4% feel they can approach their school assistant principal. For the LEA, this presented an opportunity to provide professional development for all staff on ways to create stronger relationships with families. As BMA continues to develop a strong partnership with parents the following actions will be implemented: a bilingual community liaison which will support our student groups who are Spanish speaking, planned family activities to involve parents in the school community, and introducing an attendance initiative that is based on Restorative Practices. (Goal 3 Actions 1, 2, 3)

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Currently BMA has not been identified as Comprehensive Support Improvement or CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Currently BMA has not been identified as Comprehensive Support Improvement or CSI.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Currently BMA has not been identified as Comprehensive Support Improvement or CSI.

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

BMA used a variety of methods to communicate with all stakeholders. The following is a list of engagement opportunities that encouraged all stakeholders to participate in the LCAP process:

BMA Families: Parent participation was engaged in various formats including LCAP online survey, Coffee Mingle Meetings with families, LCAP Parent Meetings. Parents were notified via automatic calls, email, WhatsApp group notifications, and text message in the parent/guardian's language of choice. An LCAP overview presentation was shared to explain LCAP/LCFF, and the importance of parent input.

- Online LCAP surveys for parents, scholars, and staff accessible through <https://bellamentecharter.org/lcap-goals/>
- LCAP Parent Meeting May 2, 2022 (10:30 English, 11am Spanish)
- DELAC Meeting May 12, 2022
- Coffee Mingle with Principal April 19, 2022

Staff: Monday, May 9, 2022 staff meeting with K-8th Classroom Teachers and Principal
Principal/Executive Director Monthly Meetings

Board/Community: BMA LCAP Board Meeting May 10, 2022

A summary of the feedback provided by specific educational partners.

Parents/Guardians:

A Coffee Mingle to discuss the LCAP was held on April 19, 2022

Parents expressed appreciation for Ukulele and volleyball lessons held after school. A request was made for more courses including basketball, soccer, and possibly E-sports.

Having a school counselor and psychologist available to support student behavior and work with families is much appreciated.

Parents also inquired about on-site volunteer opportunities now that COVID-19 restrictions have lightened. Principal shared that the on-site Open House is planned for May 19, 2022 and volunteer opportunities will be reinstated soon.

LCAP English-speaking May 2, 2022 meeting:

Expand Extended Day Program for more students. Specifically Ukelele

LCAP Spanish-speaking May 2, 2022 meeting:

Research a resource that summarizes academic milestones in English & math by grade level for families to be better informed about their child's progress.

Very favorable after school program (tutoring, ukelele). Families requested more classes and inquired about whether students can participate in more than one class.

Grateful for bilingual lesson's communication w/parents in Spanish via WhatsApp, emails, calls, etc.
Increase physical education, more physical activities, make them more interesting, Expand art.
Continue field trips, garden (include parent volunteers), and increase fundraiser dinners.

Staff:

Board/Community:

Principal met with consultant on May 2, 2022. A recommendation was made to invest in attendance incentives through monthly attendDANCE events.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Goal 1

To make informed and appropriate recommendations in this goal, families expressed an interest in obtaining resources or training about academic and grade-level milestones students should reach at each grade-level. Having resources (handouts with grade-level benchmarks, workshops, and other informative tools) will be key to better inform families about how to make appropriate recommendations for Basic Services in the academics.

Goal 3 Action 1

Continue bilingual liaison (very favorable in getting parent engagement)

Goal 3 Action 3

Continue supporting school activities, particularly field trips and garden to engage families.

Goal 3 Action 4

Create monthly attendDANCE (VIP lunch dance w/Principal and dress-waiver pass) events to promote positive attendance with students

Goals and Actions

Goal

Goal #	Description
1	Bella Mente will offer a California standards-based curriculum along with targeted interventions to support academic growth in ELA and Math for all students as measured by statewide assessments and internal assessments.

An explanation of why the LEA has developed this goal.

Due to COVID-19, schools in the State of California did not participate in SBAC for the 2019-20 school year and the 2020-2021 was optional. BMA opted not to test students with the SBAC (and instead used internal data) for the 2020-2021 school year assessment. This goal was created based on the 2018-19 SBAC scores: school-wide Orange Tier (below standard) ELA and Math; English Language Learners and Student with Disabilities subgroups in the Red Tier. Bella Mente began administering NWEA MAP formative assessment in the 2019-20 school year and maintained using MAP assessments throughout the 2020-21 school year. MAP data indicates an overall decrease in students At or Above Grade Level in both Reading and Math, except Kindergarten, First grade and Eighth grade. Except for Kindergarten, 50% or more students are performing below grade level standards.

All Tk-8th grade students use the Lexia curriculum, an ELA comprehensive technology-based differentiated literacy instruction literacy program that addresses the development of oral language, reading, spelling, and writing skills for students who are learning English, extends learning for students who are advanced and accelerates learning for students who are struggling. Lexia data indicates 47% of all students are working below GML (Grade Level Material).

Bella Mente uses Assessment and Learning in Knowledge Spaces is a Web-based, artificially intelligent assessment and learning system for all students in grades 4-8, in Math. ALEKS uses adaptive questioning to quickly and accurately determine exactly what a student knows and doesn't know in a course. ALEKS then instructs the student on the topics she is most ready to learn. As a student works through a course, ALEKS periodically reassesses the student to ensure that topics learned are also retained. Due to COVID-19, ALEKS assessment data is not available for the 2019-20 school year. Currently the expected outcome for student progress in meeting core Math standards by the end of 2020-21 is 85% mastery. As of Spring 2021, ALEKS data (see below) indicates students in 4th and 5th grade are closer to achieving expected growth, although students in 6th-8th grades are demonstrating low percentages to achieve expected mastery of Math standards, by the end of 2020-21 school year. The present goal allows a focus on demonstrating growth in both ELA and Math to increase the number of students At or Above grade level standards.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
SBAC Academic Performance Tiered System-student groups' performing 50 points or more below standard	The 2019-2020 SBAC test was cancelled due to COVID. The following baseline data was taken from the 2018-2019 results: All student groups except the White student group are below 50 points or more ELA standard, White student group are 32 points below Math standard and all other Student Groups are 50 or more points below Standard in Math (see chart above)	2020-2021 BMA did not assess students with the state SBAC. Please refer to the local assessment metric below for results.			All student groups will progress 30 points more from the 2018-2019 baseline data towards standard OR advance to the next SBAC Tier Level
Increase the % of students in grades 1-8 at or above grade level norms level math and ELA standards measured NWEA MAP will increase by 10% from Fall-Spring	The 2020-2021 NWEA data showed 50.84% proficiency in ELA and 34.15% proficiency in math.	Tentative data for the 2021-2022 school year shows a positive trajectory in both ELA and math. Schoolwide data from fall 2021 to spring 2022 ELA has increased by 7.68% (from 31.12% in Fall 2021 to 38.80% in Spring 2022) and math has increased			By 2024, 60% of all students will be At or Above Grade Level Norms in grades 1-8 for ELA and 40% in math as measured by the NWEA MAPs local assessment.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		<p>by 13.25% (from 22.04% in Fall 2021 to 35.29% in Spring 2022).</p> <p>BMA is slowly closing the gap to reach its goal of 60% ELA proficiency and 40% math proficiency.</p>			
Increase the % of all students working at Grade Level (GLM) measured by Lexia Assessments by Spring	The 2021 Spring data shows 47% of TK-8th grade students Below Grade Level 53% of TK-8th grade students are at Grade Level of Material (44%) or Above GLM (9%)	<p>The 2022 Spring data shows 40% of TK-8th grade students Below Grade Level in Lexia reading level.</p> <p>60% of TK-8th grade students tested at Grade Level of Material (38%) or Above GLM (22%), for an overall 7% increase from the Spring 2021 assessment.</p> <p>Students now testing Above Grade Level Material increased by 13% (from 9% in 2021 to 22% in 2022)!</p> <p>Given this trend, BMA expects to meet its 2024 goal of 75% of</p>			By 2024, 75% of all students in grade K-8 will be at or above GLM as measured by the Spring Lexia Assessment

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		all students at or above GLM			
Increase the % of 4-8 grade students progressing towards grade level standards using ALEKS Spring assessment	Spring 2021 shows 21% of 4th -8th graders are moving toward proficiency				By Spring 2024, all 4th -8th grade students will reach 85% mastery of core Math standard

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	1-FTE-Reading Specialist	Reading Specialist will be funded to focus on English acquisition for our English Language Learners. ELL Students will be instructed in small groups to build speaking, listening, reading, and writing skills to improve both academic and social language and accelerate progress in the core classroom.	\$76,000.00	Yes
1.2	Wonders Curriculum-Wonders for English Learners	Reading Specialist will provide instructional support for phonics, vocabulary, and language development using Wonders Visual Vocabulary Card and ELL Leveled Readers.	\$18,500.00	Yes
1.3	Rosetta Stone Curriculum	Rosetta Stone Curriculum- 25 Rosetta Stone licenses will be purchased to provide intervention for English Language Learners, newcomers or other students identified as needing extra support in English language development.		Yes
1.4	ALEKS Curriculum	ALEKS will be purchased for students in the 4th- 8th graders. ALEKS Math program identifies instructional gaps, personalized learning paths, and tracks the progress of student learning and mastery.	\$10,000.00	No

Action #	Title	Description	Total Funds	Contributing
		Teachers will use ALEKS formative assessments to guide instruction and develop intervention that supports students mastery of core Math Standards.		
1.5	Studies Weekly	Studies Weekly is a standards-based textbook that takes scholars deeper through primary sources paired with a robust online platform.	\$930.00	No
1.6	NWEA MAPs	The NWEA MAP Test (Measures of Academic Progress) is an adaptive achievement and growth test. It creates a personalized assessment experience by adapting to each student's learning level—precisely measuring progress and growth for each individual student. This assessment will be used for all scholars, three times per year to measure student progress.	\$5,400.00	No
1.7	Math Reveal McGraw Hill	For students in grades TK-6th, Math learning thrives on exploration, conversation, and reflection. Reveal Math® is a complete K–12 core math program built on contemporary academic research and designed so all students can succeed in mathematics.	\$10,600.00	No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The seven actions outlined to support Goal #1 were carried out as stipulated for the 2021-2022 LCAP.

As you will see in the explanation of the budgeted and actual expenditures section below, there were no substantive differences in planned actions and actual implementation of the actions.

There were, however, TWO Reading Specialist Teachers hired to support schoolwide reading needs. This was particularly important given the negative impact COVID19 school closures had on student achievement. One reading specialist teacher, as planned, supported English Learners. The second reading specialist teacher supported the general population and Special Education students. When a Special Education student was also an English Learner, the student was supported by the English Learner reading specialist.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

2021-2022

Action # Intervention Applied	Budgeted	Actual expenditure
Action 1 Reading Specialist Teacher	\$78,000	
Action 2 Wonders EL Curriculum	\$18,000	\$18,443.06
Action 3 Rosetta Stone	\$ 3,600	\$ 3,600.00
Action 4 Aleks	\$10,000	\$ 9,564.00
Action 5 Studies Weekly	\$ 930	\$ 922.32
Action 6 NWEA Maps Budgeted	\$ 5,400	
Action 7 Math Reveal McGraw Hill	\$10,600	\$10,566.57

An explanation of how effective the specific actions were in making progress toward the goal.

Action 1 - Reading Specialist Teacher has supported English Learners. Schoolwide ELA scores show an increase in student progress
 Action 2 - Wonders EL Curriculum - Reading Specialist utilized EL Curriculum to support ELs English proficiency.
 Action 3 - Rosetta Stone licenses for ELs - 25 licenses were purchased. Only nine were used to support English Learners (including newcomers). BMA considering whether to reduce licenses purchased to 10-15.
 Action 4 - Aleks has been the preferred online support program. Given limited outcomes and use, BMA is currently discussing looking into an alternative program.
 Action 5 - Studies Weekly was implemented schoolwide to deliver social studies curriculum.
 Action 6 - NWEA Maps provided local assessment to evaluate student progress in both ELA & math when state SBAC was cancelled. This is pivotal in determining academic successes and needs.
 Action 7 - Math Reveal McGraw Hill has been used as the core math program. Though schoolwide scores are below 40%, schoolwide data for the 2021-2022 school year shows an increase of 13% from the start of school.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Action 1 - Continue w/2 Reading Specialist Teachers
 Action 2 - Pending need to purchase additional Wonders EL Curriculum beyond consumables.
 Action 3 - Continue but limit purchase of Rosetta Stone licenses for ELs. BMA is considering whether to reduce licenses purchased to 10-15 given that only nine were used to support English Learners (including newcomers).

Action 4 - Pending staff decision on Aleks online math program. Given limited outcomes and limited use, BMA is currently discussing looking into an alternative program.

Action 5 - Continue Studies Weekly

Action 6 - Continue NWEA Maps as the local assessment to evaluate student progress in both ELA & math and provide a consistent measure throughout the 2020-2024 plan.

Action 7 - Continue Math Reveal McGraw Hill has proven to give positive results.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Bella Mente will provide a safe community for all scholars which promotes health and well-being, creativity, positive social and emotional development, strong staff/scholar relationships, and a sense of belonging as measured by staff/student/family surveys.

An explanation of why the LEA has developed this goal.

BMA provides an educational atmosphere that encourages cultural, linguistic and socioeconomic diversity. It is important our scholars feel safe and respected while receiving the support necessary to expand their social and academic boundaries. Here at BMA we feel a child's learning is not defined solely by their test scores, but rather by the child's engagement in the learning process and their ability to become self-sufficient learners.

Parent and staff surveys have always been a means for BMA to poll their stakeholders in areas, such as, school's climate and culture, program offerings, family and student sense of belonging to the school. Due to COVID-19 during 2019-20 and 2020-21 school years, BMA provided multiple opportunities for parents and staff to share their preferences for learning models, technology accessibility and equipment, overall satisfaction with student academic progress, and additional expanded learning opportunities for the up-coming school year. Parent survey responses ranged from 20%-25% participation, lower percentage than BMA would like to have. BMA continues to make parent participation a priority through increased outreach and through open and transparent communication. With increased parent involvement with the school and staff, scholar engagement increases resulting in higher student achievement.

BMA had an increase in student suspension, in 2019. In 2018, BMA was in the Blue Tier, maintaining a suspension rate of -0.1%. In 2019, we were in the Orange Tier with an increased suspension rate of 1.8%. In 2019 Restorative Practices training began in the 2018-19 school year and teachers and staff began full implementation at the end of the 2019-20. In 2019-20, BMA brought in The Leader in Me program to assist with building a stronger culture. We saw the need to bring in a strong character development program based on principles and practices of personal, interpersonal and organizational effectiveness, and upon the powerful premise that every child possesses unique strengths and has the ability to be a leader.

Other critical aspects of our program include educating a well rounded child offering access to the arts, garden and nutrition. The Bella Garden Project prepares children to care for their bodies through healthy eating and living. It is where scholars learn healthy eating and living habits. BMA has been recognized as one of only 355 schools across the nation to be selected as one of America's healthiest schools. BMA's Art program is aligned to BMA guidelines in educating the whole person to discover individual talents in the field of Art. The art teacher will meet with TK-6th Graders bi-weekly and 7th and 8th graders weekly. Art Program will develop in each scholar an interest in and the ability for creative expression in visual terms, using skills and techniques of artistic expression consistent with school guidelines; scholars will develop an aesthetic understanding and appreciation to discover and develop their talents in the field of art.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Increase Parent Surveys participation rate using survey feedback platform	2020-2021 20%-25% Survey Participation	2021-2022			By Spring 2024, increase Parent Survey participation by 15% each year
Increase colored Tier status on CA School Dashboard Suspension Rate	2019 Suspension status was in “Orange” a 1.8% increase from 2018 “Blue” suspension status	The CA School Dashboard did not report 2020 or 2021 suspensions given COVID-19 school closures.			By Spring 2024, MBA will decrease in suspension rate to reach the “Blue” status by the end of three years
Leader in Me assessment-MRA	MRA - Overall score from staff was 70 out of 100. Inclusive Leadership, Culture, and Academic.	The Spring 2021 MRA score was 36. The score dropped considerably possibly due to COVID 19 school closures.			By Spring 2024, the Leader in Me MRA (measuring Leadership, Culture, and Academics) will reach an overall score of 90 out of 100.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Leader in Me	Leader in Me-will be purchased to provide all staff with professional development regarding scholar leadership, developing goals with scholars, creating responsible citizens of the future, and developing lifelong habits of success.	\$18,000.00	No
2.2	1-FTE Art Teacher	Art Teacher-will be funded to develop in scholars an interest in and the ability for creative expression in visual terms, using skills and	\$88,800.00	No

Action #	Title	Description	Total Funds	Contributing
		techniques of artistic expression and creativity, on a bi-weekly basis for TK-8th grade.		
2.3	1-FTE Garden and Nutrition Teacher	Garden and Nutrition Teacher-will be funded to provide critical support to teachers and scholars to ensure that the school can maximize the Bella Mente garden science and nutritional education programs. The Garden and Nutrition program will provide students with hands-on learning, develop teamwork skills, environmental awareness and experiences in problem-solving.	\$68,775.00	No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

The 2020-2021 school year was via distance learning and provided limited opportunities to engage in Goal 2 given the virtual setting. On April 12, 2021 BMA offered hybrid and distance learning to our student population. When offered a hybrid learning option, 53% of our students began coming to campus four days a week with a virtual fifth day for all students. 47% of our student population chose to remain in a distance learning-only environment.

This year, BMA students were back on campus and able to engage in the actions for Goal 2 in a personal level with the Leader in Me, our art teacher, as well as our garden and nutrition teacher. 2021-2022 definitely has surpassed last year's interaction with the three actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

2021-2022		
Action # Intervention Applied	Budgeted	Actual expenditure
Action 1 The Leader in Me	\$18,000	\$18,000
Action 2 Art Teacher	\$88,800	Still in progress
Action 3 Garden & Nutrition	\$68,775	Still in progress

An explanation of how effective the specific actions were in making progress toward the goal.

Student input is pending
Parent input thus far reflects a positive response for the garden and programs to support students' socio-emotional well-being.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Still pending stakeholder input.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	Bella Mente will increase parent involvement through collaboration and open communication and continue to build a collaborative culture which promotes creativity, responsibility, participation, and trust among all stakeholders where diversity and equity are valued.

An explanation of why the LEA has developed this goal.

BMA places great importance on active opportunities for families to be involved in their student's educational experience. Throughout COVID-19 restrictions, parents were periodically surveyed to compile vital information on scholars' access to technology, preferences for learning environments, and programs they wanted to be continued for up-coming school year. Survey results enabled BMA to develop programs, provide necessary technology and materials, and create instructional environments to best meet the needs of their students and families. Communication is the highest area concern reported by parents. BMA continues to provide professional development for all staff on effective communication skills and emphasizing the importance of keeping families informed of their student's academic progress, as well as, social and emotional well-being. BMA continues to ensure a positive learning environment which builds community with our families. The Principal and the Executive Director meet with families every month to answer questions and provide a forum for families to actively participate and provide input to how best to support their child's educational experience at BMA. All parent communication, family events and meetings are presented to families in both English and Spanish. BMA provides parent education nights throughout the school year on a variety of topics to empower families to support their scholars.

BMA places high value on increasing scholar attendance and emphasizing the relationship between scholar attendance and scholar achievement. Teacher effectiveness is the strongest school-related determinant of scholar success, but chronic scholar absence reduces even the best teacher's ability to provide learning opportunities.

In 2017-2018 LEA was in the Green Tier for all students and in the Orange Tier for English Language Learners.

In 2018-19, all scholars dropped into the Orange Tier and English Language Learners stayed in the Orange Tier. An on-going family support and active communication with families there is still a great need to address absenteeism

2019-20 data was unable to be reported by Dashboard. Internal daily attendance data indicated an average 96.31% for the year.

2020-21 data also was not reported by Dashboard. Internal daily attendance data was 96.53%.

The LEA school counselor/social worker and Bilingual Community Liaison will support scholars and families to increase awareness and link resources to address attending school on a regular basis. In addition, our data warehouse system has a feature to flag students with excessive absences so that teachers and grade level intervention teams can address the attendance problems. Monthly DELAC committee meetings are held where attendance is discussed and ideas from parents are requested. Attendance Works has been used to implement ideas on improving attendance.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Maintain Standard Met on CA School Dashboard-Parent and Family Engagement	2019 LEA-Met Standard 2020 Dashboard did not report on this measure due to COVID19	2021 Dashboard did not report on this measure due to COVID19			By 2024, BMA will have three consecutive years of Standard Met
Increase parent participation at school events and meetings documented on attendance logs	5% of parents/guardians attend school activities	Given 2020-2021 school closure due to COVID19, parent participation was not available until after Spring 2021.			By 2020, BMA will increase parents/guardians attendance at school activities/meetings by 15% each year
Increase Chronic Absenteeism status above “Orange” on CA School Dashboard	2019-in Orange Tier	2021 Dashboard did not report on this measure due to COVID19			By Spring 2024, BMA will move from “Orange” Status to “Green or Blue” status for by the end of three years.
Increase the attendance rate for Bella Mente students by .5%	LEA 2019-20 Attendance 96.53%	2020-21 data also was not reported by Dashboard. Internal daily attendance data was 96.53%.			By Spring 2024, BMA will increase its Attendance Rate by .5% each year

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	.8FTE Bilingual Community Liaison	Bilingual Community liaison will be funded to increase parent connectedness to the school, support families to become actively engaged in their scholars education. Bilingual Community liaison will	\$40,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
		link families to community outreach resources to address chronic absences, social and emotional support to improve student achievement and overall well-being. Additionally, Bilingual Community Liaison will provide workshops for parents and guardians to learn skills and strategies to support their scholars in school.		
3.2	.5 FTE Bilingual Attendance Clerk	Bilingual attendance clerk to make contact with families who are experiencing absences. Provide community outreach and resources to families in need to improve student achievement and overall well-being.	\$23,000.00	Yes
3.3	Family Activities	Monthly meetings with the Principal, formation of new PTA, field trips, Garden & Food family cooking workshops, Parent advisory committee, monthly coffee meetings, park playdates, fresh food distribution, family events on campus, parent volunteer opportunities.		No
3.4	Bella Mente Attendance Initiative	Professional Development for all school staff, in creating an engaging, supportive school climate that motivates scholars to attend, fosters a belief that students can achieve, and encourages families to become and stay involved. Collaborate with the San Diego County of Education on resources and training to decrease chronic absenteeism. Frequent communication with families to address fears about Covid-19 among scholars and families as they return to school for the start of the school year. Maintain a positive, prevention oriented approach to working with families using Restorative Practices strategies. Collaborate with our community partners to promote the Attendance Awareness Campaign.		No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

2021-2022

Action #	Intervention Applied	Budgeted	Actual expenditure
Action 1	.80 Bilingual Liaison	\$40,000	Still in progress
Action 2	.50 Bilingual Clerk	\$23,000	Still in progress
Action 3	Family Activities	\$0	
Action 4	Attendance Initiative	\$0	

An explanation of how effective the specific actions were in making progress toward the goal.

Action 1 .80 Bilingual Liaison has supported in the engagement of our Spanish-speaking community. Parent feedback has been very favorable as they expressed they have access to someone who can support them in a language they understand.

Action 2 .50 Bilingual Clerk has also been instrumental in reaching out to families. Parents likewise spoke favorably about having more bilingual personnel on campus they can turn to for support.

Action 3 Family Activities have been limited given COVID19 restrictions. With the reinstatement of volunteers on campus later this year, we hope to engage more families with campus activities including Open House on May 19, 2022, garden clean-up, field trips, and on-campus volunteering.

Action 4 Attendance Initiative is pending data review & stakeholder input for a full analysis of the impact this action had on the goal.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Action 1 - Continue with .80 Bilingual Liaison. If possible, increase the position to Full-time

Action 2 - Continue with .50 Bilingual Clerk

Action 3 - Increase Family Activities on campus as an effective manner to engage families

Action 4 - Incorporate engaging initiatives to secure daily attendance. Example: monthly VIP attendANCE with Principal during lunch, assemblies recognizing perfect attendance, etc. Tie budget to these small, but meaningful expenses.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2022-23]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
545010	19115

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
		\$0.00	

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

Our goals and actions were specifically targeted to increase and improve support for foster youth, English Learners, and low-income students.

In addition, approximately \$82,000 in Federal Title I funds are used to hire an additional full time reading specialist to work with students.

The support/actions that have been beneficial to our subgroups will be carried over to the 2022-2023 LCAP. These include purchase of standard based curriculum, after school support, Instructional Assistants, access to Chromebooks, and Garden and Art Programs.

1. FT Reading Specialist who will work daily with target English instruction to assist scholars with English acquisition.
2. Standard based curriculum which has lessons to differentiate for all levels of learners
3. Programs such as Leader in Me, Art & Garden programs assist scholars with social/emotional development and health education.

4. Activities to increase parent involvement via community liaison, school events, and expand attendance programs.

Additionally, BMA provides weekly food distribution, homeless can sign up for food pantry and meal bags. BMA provides student backpacks, which have personal hygiene items and school supplies to our unduplicated scholars. After school bilingual tutoring, community liaison, free Vista Community Clinic counseling services, vision and hearing screening yearly including assistance to students who need glasses, free internet for those in need, Chromebooks, and a Care Closet which includes gently worn uniforms donated by parents. BMA also provides bus passes to students in need and uniforms assistance to those that are in need.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

BMA intends to spend the increased support by continuing to provide a reading specialist who specifically works with English Learners (Goal 1, Action 1). Standard-based curriculum, which differentiates instruction for all learners (Goal, Action 2, 3, 4). BMA is entering its third year of Leader in Me. LiM teaches habits for success and leadership skills for our subgroups especially (Goal 2, Action 1). BMA will continue to expand extracurricular offerings provided via the Art and Garden programs. Our scholars within the subgroups have benefited socially and emotionally from connecting with nature, health, and allows them to express their emotions through a healthy avenue (Goal 2, Action 2, 3).

BMA implemented a community liaison to specifically work with subgroups and support families needs and offer resources to support subgroups (Goal 3, Action 1). The community liaison also helps support family activities to assist in a sense of belonging directed towards unduplicated students (Goal 3, Action 2). Additionally, we will continue to focus on ways to support families with chronic attendance issues and use a team type approach to assist unduplicated students to increase their attendance (Goal 3, Action 3).

All of our goals and actions are specifically targeted for unduplicated student support.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		
Staff-to-student ratio of certificated staff providing direct services to students		

2022-23 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$360,005.00				\$360,005.00	\$76,000.00	\$284,005.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	1-FTE-Reading Specialist	English Learners	\$76,000.00				\$76,000.00
1	1.2	Wonders Curriculum-Wonders for English Learners	English Learners	\$18,500.00				\$18,500.00
1	1.3	Rosetta Stone Curriculum	English Learners					
1	1.4	ALEKS Curriculum	All	\$10,000.00				\$10,000.00
1	1.5	Studies Weekly	All	\$930.00				\$930.00
1	1.6	NWEA MAPs	All	\$5,400.00				\$5,400.00
1	1.7	Math Reveal McGraw Hill	All	\$10,600.00				\$10,600.00
2	2.1	Leader in Me	All	\$18,000.00				\$18,000.00
2	2.2	1-FTE Art Teacher	All	\$88,800.00				\$88,800.00
2	2.3	1-FTE Garden and Nutrition Teacher	All	\$68,775.00				\$68,775.00
3	3.1	.8FTE Bilingual Community Liaison	English Learners	\$40,000.00				\$40,000.00
3	3.2	.5 FTE Bilingual Attendance Clerk	English Learners	\$23,000.00				\$23,000.00
3	3.3	Family Activities	All					
3	3.4	Bella Mente Attendance Initiative	All					

2022-23 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
	545010				\$157,500.00	0.00%		Total:	\$157,500.00
								LEA-wide Total:	\$23,000.00
								Limited Total:	\$94,500.00
								Schoolwide Total:	\$63,000.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	1-FTE-Reading Specialist	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Specific Schools: Bella Mente Academy	\$76,000.00	
1	1.2	Wonders Curriculum-Wonders for English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Specific Schools: Bella Mente Academy	\$18,500.00	
1	1.3	Rosetta Stone Curriculum	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools Specific Schools: Bella Mente Academy		
3	3.1	.8FTE Bilingual Community Liaison	Yes	Schoolwide	English Learners	All Schools Specific Schools: Bella Mente Academy	\$40,000.00	
3	3.2	.5 FTE Bilingual Attendance Clerk	Yes	LEA-wide Schoolwide	English Learners	All Schools Specific Schools: Bella Mente	\$23,000.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
						Academy		

2021-22 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$0.00	\$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
This table was automatically populated from the 2021 LCAP. Existing content should not be changed, but additional actions/funding can be added.					

2021-22 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
	\$0.00	\$0.00	\$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
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This table was automatically populated from the 2021 LCAP. Existing content should not be changed, but additional actions/funding can be added.

2021-22 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
			0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

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[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55 percent: For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40 percent or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII.5.

TO: Board of Directors

FROM: Executive Director

DATE: May 10, 2022

**SUBJECT: APPROVE RESOLUTION NO. 22-19 AUTHORIZING REMOTE
TELECONFERENCE MEETINGS THROUGH JUNE 30, 2022**

ISSUE/ BACKGROUND:

On September 16, 2021, Assembly Bill 361 (AB 361), which extends the authority of school district governing boards to hold electronic (virtual) board meetings, was signed by Governor Newsom. The Governor's current Executive Order, which has allowed electronic (virtual) board meetings since March 2020, expired on September 30, 2021.

AB 361 extends this authority through January 1, 2024. AB 361 does not require a physical location for the public to observe or comment during the meeting. On November 18, 2021 the Bella Mente Board of Directors approved Resolution No. 22-10, authorizing remote teleconference meetings for the month of December. This board item is the continuation of the teleconferencing option for the period May 1 through May 31, 2022. If the Board would like to continue extending the option of teleconferencing Board meetings, a board item will be added to the agenda.

This option can also be approved to allow some board members to remote teleconference while others meet onsite.

FISCAL IMPACT/ FUNDING SOURCE: None.

RECOMMENDATION: N/A

Respectfully Submitted,

Erin Feeley
Executive Director

RESOLUTION NO. 22-19

A RESOLUTION OF THE BOARD OF DIRECTORS FOR BELLA MENTE MONTESSORI ACADEMY PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM DATED MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS FOR THE PERIOD JUNE 1, 2022 THROUGH JUNE 30, 2022

WHEREAS, the Bella Mente Montessori Academy is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the Bella Mente Montessori Academy's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), as amended by Assembly Bill 361, Chapter 165 of the Statutes of 2021, makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or that the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, a State of Emergency has been proclaimed by the Governor on March 4, 2020 based on an outbreak of respiratory illness due to COVID-19; and

WHEREAS, in-person meetings continued to present imminent risk to health and safety of attendees due to the continued prevalence of highly-contagious COVID variants and the fact that only 58.5% of the California population are fully vaccinated; and

WHEREAS, the Board of Directors does hereby find that the Governor's March 4, 2020 State of Emergency proclamation due to the outbreak of COVID-19 and continued prevalence of highly contagious COVID various and inadequately low rates of fully vaccinated people in California has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services,

personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of the Bella Mente Montessori Academy shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

WHEREAS, the District will continue to provide access to Board meetings through livestreamed video feed which allows for public comment and a real-time closed-caption feed.

WHEREAS, the District will also provide access to Board meetings live on campus for those who would like to attend in person.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE BELLA MENTE MONTESSORI ACADEMY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and meeting in person would present an imminent risk due to the prevalence of COVID variants and low vaccination rates among the general population.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of a State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The Superintendent and legislative bodies of the Bella Mente Montessori Academy are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 6.

TO: Board of Directors

FROM: Executive Director

DATE: May 10, 2022

SUBJECT: Discussion and Approval of increase of health benefit allowance for full time employees to \$12,000 per year

ISSUE: Bella Mente is always looking for benefits to stay competitive for our staff. One of our strong perks to attract experienced staff is our robust health insurance offerings. To continue to remain competitive an update is needed.

BACKGROUND:

Current Health Benefit cost is \$281,463 for the year. Some employees opt out of our benefits or do not use their full allotment.

Bella Mente will continue to offer Kaiser and United Healthcare PPO and HMO Platinum and Gold Plans

Current:

Employees currently cover health insurance over 10 months due to a 20 pay check pay schedule.

Allotment is \$925 per month. \$900 for health, medical, vision insurance. \$25 per month is allotted for voluntary benefits such as accident insurance.

Proposal:

Allotment of \$1200 per month over 10 months for a total of \$12,000. \$1170 for health, medical, vision insurance. \$30 per month is allotted for voluntary benefits such as accident insurance. This addition could allow employees to cover family medical in addition to personal. As our employees mature, the higher allotment will cover increasing individual health insurance rates. (Since we have under 100 employees, we are considered a small group. As a result, our employees are age rated instead of group rated.)

Currently of the approximately 40 employees utilizing benefits, 19 of our employees spend their entire allotment or come within \$100 of spending their entire allotment.

FISCAL IMPACT/ FUNDING SOURCE: Increase of \$120,000 in benefit cost if each full time employee uses the full \$3,000 addition. /General Fund

RECOMMENDATION: Approve increased health benefit allowance for full time employees to \$12,000 per year.

Respectfully Submitted,

Erin Feeley
Executive Director

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 7.

TO: Board of Directors

FROM: Executive Director

DATE: May 10, 2022

SUBJECT: Discussion and Approval of one-time signing and resigning bonus for all employees of 2%

ISSUE: To remain competitive while offering appreciation to our current employees, Bella Mente would like to give a 2% one time increase in pay.

BACKGROUND:

With uncertainty in school funding and enrollment numbers in the outyears, Bella Mente is not prepared to offer a permanent salary scale increase. The school wants to ensure the scale is sustainable if enrollment numbers do not increase at expected levels through California's enrollment decline.

This 2% signing and re-signing bonus will be paid to employees evenly over the 22-23 school year. Exempt and Non-Exempt employees qualify for the 2% proposed bonus.

Signing Bonus is effective for the 22-23 school year only.

FISCAL IMPACT/ FUNDING SOURCE: Approximately \$63,000/ General Fund

RECOMMENDATION: Approve one-time signing and resigning bonus for all employees of 2%.

Respectfully Submitted,

Erin Feeley
Executive Director