



Bella Mente Montessori Academy

Board of Directors

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

Bella Mente Charter School Board Meeting Agenda Oct 11, 2022

Type of Meeting: Regular Webinar Board Meeting

Location: <https://attendee.gotowebinar.com/register/661187345603281419>

You can also dial in using your phone.

United States: 1 (213)929-4212

Access Code: 670-581-915

Closed Session: at 6:30 PM

Open Session: when the closed session adjourns

IMPORTANT NOTICE: The Board of Directors Meeting will be conducted 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. 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 (None)

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
				Dan Niebaum

1. In accordance with Government Code Section 54957, the Board will meet in closed session to consider: PERSONNEL MATTERS- (None)
2. In accordance with Government Code Section 54956.8, the Board will meet in closed session to consider: REAL ESTATE MATTERS- (None)
3. In accordance with Government Code Section 54957.6, the Board will meet in closed session to consider: PUBLIC EMPLOYEE EVALUATION - (None)
4. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW - (None)
5. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Gov. Code §54956.9(d)(2) and/or §54956.9(d)(4) - (None)

II. OPEN SESSION/REGULAR MEETING

Call to order, roll call and establishment of quorum

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale
				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
				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 October 11, 2022 Board of Directors Meeting.

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

VI. DISCUSSION ITEMS

- Executive Director Announcements** - Erin Feeley will provide COVID-19, legislative, safety & risk management, special education updates and fiscal projection updates. Ms. Feeley will also update
- Charter Vision Board Report** - Janina from CSMC will report on cash flow and review CharterVision dashboard monthly report.
- Campus Report**- Patrick Broughton, Director of Compliance, will report on state and local assessment results as well as the schools plan for academic achievement for all students.

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.

- Minutes from the September 13, 2022 Special Board of Directors Meeting
- Minutes from the September 30, 2022 Special Board of Directors Meeting
- Recommended action on the personnel activity list
- Check Registers September 2022
- Sea Breeze Glass Quote - \$9,150.00
- Top Notch Invoice - August 2022 - \$8702.65
- Top Notch Invoice - September 2022 - \$19,628.95
- Assistant WASC Coordinator Stipend Job Description
- Independent Contractor Agreement-Kimberly Adams
- ABA & Verbal Behavior Group, Inc - Master Contract
- Read-A-Thon Approval

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
				Dan Niebaum

VIII. DISCUSSION/ACTION ITEMS**1. Discussion and Approval of the School Family Handbook**

Executive Director's Recommendation: Approve

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

2. Discussion and Approval of the updated Conflict of Interest Code

Executive Director's Recommendation: Approve

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

3. Approve Resolution No. 22-21 Authorizing remote teleconference meetings for the period through November 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
				Dan Niebaum

IX. ADJOURNMENT

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

Instructions for Presentations to the Board by Members of the Community

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

1. The agenda is available to all community members
2. Community members who wish to speak on any agenda items or under the general category of "Public Comment" will be given an opportunity to do so.
3. "Public Comment" is set aside for members of the community to raise issues that are not specifically on the agenda. However, due to public meeting laws (Brown Act), the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed twenty (20) minutes. Exceptions to these time limits may be made at the discretion of the Board Chair. The board may give direction to staff to respond to your concerns or you may be offered the option of returning with a citizen requested agenda item.
4. With regard to items that are on the agenda, you may speak for up to (3) minutes when the Board discusses that item. Exceptions to this time may be made at the discretion of the Board Chair.

5. Community members may request in writing that a topic related to school business be considered for placement on a future agenda. Requests should be addressed to the Board Chair and emailed to board@bellamentecharter.org. If such an item is placed on the agenda and publicly noticed, the Board can respond, interact, and act upon the item.
6. Any person with a disability who requires a modification or accommodation, including auxiliary aids or services, to participate in a public meeting of the Bella Mente Charter School Board of Directors may request such modification or accommodation by calling 760-621-8931. Please make any requests at least 12 hours prior to the meeting.



Bella Mente Montessori Academy

Board of Directors

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

Bella Mente Charter School Special Board Meeting Agenda September 13, 2022

Type of Meeting: Special Webinar Board Meeting

Location: <https://attendee.gotowebinar.com/register/9025042555098095119>

You can also dial in using your phone.

United States: 1 (213) 929-4212

Access Code: 217-164-677

Closed Session: at 6:30 PM

Open Session: when the closed session adjourns 6:34 pm

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.

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I. CLOSED SESSION (One)

6:30 PM

Call to order, roll call and establishment of quorum

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

1. In accordance with Government Code Section 54957, the Board will meet in closed session to consider: PERSONNEL MATTERS- (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 - (None)
4. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW - (None)

5. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Gov. Code §54956.9(d)(2) and/or §54956.9(d)(4) - (None)

II. OPEN SESSION/REGULAR MEETING

Call to order, roll call and establishment of quorum

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

III. ACTION ITEMS CONSIDERED IN CLOSED SESSION

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

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

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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 *As Amended*

Recommended motion: Approve the agenda for the September 13, 2022 Special Board of Directors Meeting.

Moved By	CV	Seconded By	DN
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AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote

X				Caroline Veale
X				Dan Niebaum

VI. DISCUSSION ITEMS

1. **Executive Director Announcements - NA**
2. **Charter Vision Board Report - N/A**
3. **Principal Report- N/A**

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 August 16, 2022 Special Board of Directors Meeting
2. Recommended action on the personnel activity list
3. Check Registers August 2022
4. HopSkipDrive 22-23 Agreement
5. Selection of Stratus Building Solutions for Night time Janitorial Services-\$66,492
6. Soliant 22-23 Agreement
7. Cross Country Education 22-23 Agreement
8. EMH Sports 22-23 Agreement
9. K-12 Health 22-23 Agreement
10. English Learner Reclassification Form
11. Curriculum Coach job description ~~strike item from agenda~~

Executive Director's Recommendation: Approve Consent Calendar

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

2. **Discussion and Approval of Unaudited Actuals for the 2021-2022 School Year**

Executive Director's Recommendation: Approve

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

3. Approve Resolution No. 22-20 Authorizing remote teleconference meetings for the period through October 31, 2022

Executive Director's Recommendation: N/A

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

IX. ADJOURNMENT

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

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Bella Mente Montessori Academy

Board of Directors

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

Bella Mente Charter School Special Board Meeting Agenda September 30, 2022

Type of Meeting: Special Webinar Board Meeting

Location: <https://attendee.gotowebinar.com/register/3873678846803763211>

You can also dial in using your phone.

United States: 1 (631)992-3221

Access Code: 986-689-248

Closed Session: None

Open Session: 8:00am

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.

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I. CLOSED SESSION (None)

Call to order, roll call and establishment of quorum

Moved By	N/A	Seconded By	N/A
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale
				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 - (None)
4. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CHARGE OR COMPLAINT INVOLVING INFORMATION PROTECTED BY FEDERAL LAW - (None)

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II. OPEN SESSION/REGULAR MEETING 8:00 a.m.
Call to order, roll call and establishment of quorum

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

III. ACTION ITEMS CONSIDERED IN CLOSED SESSION

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

IV. 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 September 30, 2022 Special Board of Directors Meeting.

Moved By	CV	Seconded By	DN
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AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Caroline Veale

X				Dan Niebaum
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VI. DISCUSSION ITEMS

1. **Executive Director Announcements** - N/A
2. **Charter Vision Board Report** - N/A
3. **Principal Report** - N/A

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. Daniela Valdez - Application for 8th grade Variable Term Waiver Request for Multiple Subject Teaching Credential
2. Building Cleaning Solutions Contract 22_23- \$96,197.40

Executive Director's Recommendation: Approve Consent Calendar

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

VIII. DISCUSSION/ACTION ITEMS

None

IX. ADJOURNMENT 8:05 a.m.

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

Instructions for Presentations to the Board by Members of the Community

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Employment Changes as of October 11, 2022

New Hires Full Time: Multiple Subject Teacher

New Hires Part Time: Data Entry Clerk
Child Nutrition II

Release: Multiple Subject Teacher

Open Positions for 22-23:

Classified Positions:

Part Time: Campus Assistant
Instructional Assistant
Bilingual Data Entry Clerk
Full Time: Director of Business Services

Certificated Positions:

Part Time: None
Full Time: tk-8 Classroom Teacher Pool (4)
School Psychologist
School Interim Principal

Bella Mente

Check Register 9/1/2022 through 9/30/2022

Payment Number	Payment Date	Payee Name	Rec Status	Check Amount	Account	Account Description	Transaction Description	Invoiced GL Amount
2835	9/8/2022	CARDMEMBER SERVICE	Cleared	\$14,366.59	62-0000-0000-2700-5998-020-000	Unallocated Credit Card Expense	7/18/22 - 8/17/22 Credit Card Purchases	\$14,366.59
2842	9/13/2022	McGraw Hill School Education Holdings, LLC	Cleared	\$530.82	62-0000-1110-1000-4100-020-000	Approved Textbooks and Core Curricula Materials	Donal Bear / Reading Wonders	\$530.82
2845	9/13/2022	OS4CS	Cleared	\$25,000.00	62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Sort, Organize, and Digitize 7 boxes of employee folders	\$25,000.00
2849	9/13/2022	Top Notch Catering	Cleared	\$15,453.53	62-5310-1110-3700-4700-020-000	Food and Food Supplies	May 2022 - School Breakfast & Lunch	\$15,453.53
2850	9/13/2022	UnitedHealthcare of CA	Cleared	\$3,296.59	62-0000-1110-1000-3401-020-000	Health & Welfare Benefits Certificated	July 2022 Premium	\$3,296.59
2846	9/13/2022	San Diego Gas & Electric	Cleared	\$5,055.88	62-0000-0000-8100-5501-020-000	Utilities	Gas & Electric Chges 7/28/22 - 08/25/22	\$5,055.88
2841	9/13/2022	Kaiser Foundation Health Plan Inc	Cleared	\$17,354.96	62-0000-1110-1000-3401-020-000	Health & Welfare Benefits Certificated	October 2022 Health Insurance	\$17,354.96
2836	9/13/2022	AT&T	Cleared	\$1,667.92	62-0000-0000-8100-5501-020-000	Utilities	Internet Services - 7/19/22 - 8/18/22	\$1,667.92
2837	9/13/2022	Banyan Tree Educational Services	Cleared	\$328.54	62-6500-5760-1190-5810-020-000	Educational Consultants	Reading Services - 02/02/22 - 02/14/22	\$328.54
2843	9/13/2022	Mutual of Omaha	Cleared	\$1,529.52	62-0000-1110-1000-3401-020-000	Health & Welfare Benefits Certificated	September 2022 Premium	\$1,529.52
2848	9/13/2022	Top Notch Catering	Cleared	\$4,160.15	62-5310-1110-3700-4700-020-000	Food and Food Supplies	June 2022 - School Breakfast & Lunch	\$4,160.15
2851	9/13/2022	Vista Unified School District	Cleared	\$40,010.24	62-0000-0000-0000-9590-020-000	Due to Grantor Governments	Charter Oversight Fees FY 2021-2022	\$40,010.24
2847	9/13/2022	San Diego Gas & Electric	Cleared	\$1,423.56	62-0000-0000-8100-5501-020-000	Utilities	Gas & Electric Chges 7/28/22 - 8/25/22	\$1,423.56
2844	9/13/2022	Ontario Refrigeration	Cleared	\$3,923.00	62-0000-0000-8100-5601-020-000	Building Maintenance	Vehicle Charge/ Total Labor - AC #3 & #10 not Cooling	\$607.00
					62-0000-0000-8100-5601-020-000	Building Maintenance	Maintenance Services	\$3,316.00

Bella Mente

Check Register 9/1/2022 through 9/30/2022

2840	9/13/2022	Inspirit Group, LLC. dba STOPit Solutions	Cleared	\$475.48	62-0000-1110-1000-4410-020-000	Software and Software Licensing	STOPit Anonymous Reporting Platform, Out of Hours Services	\$475.48
2839	9/13/2022	EDCO Waste & Recycling Service	Cleared	\$1,240.92	62-0000-0000-8100-5501-020-000	Utilities	July 2022 Commercial Services	\$620.46
					62-0000-0000-8100-5501-020-000	Utilities	August 2022 Commercial Services	\$620.46
2838	9/13/2022	CINTAS CORPORATION	Cleared	\$143.67	62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Active Scraper, Gray Mat, Logo	\$47.89
					62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Active Scraper, Gray Mat, Logo	\$47.89
					62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Active Scraper, Gray Mat, Logo	\$47.89
2852	9/14/2022	Commission on Teacher Credentialing Certification Division	Outstanding	\$300.00	62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Permits for Yamazaki, Morgan & Valdez	\$300.00
2868	9/15/2022	John Rico Veale	Outstanding	\$40.77	62-0000-0000-7410-5200-020-000	Travel and Conferences	REIMB: Mileage	\$40.77
2861	9/15/2022	Procopio, Cory, Hargreaves & Savitch LLP	Cleared	\$1,365.00	62-0000-0000-7100-5805-020-000	Legal Services	For Professional Service Rendered Through 8/31/22	\$1,365.00
2857	9/15/2022	Goodheart-Willcox Publisher	Cleared	\$3,960.81	62-0000-1110-1000-4100-020-000	Approved Textbooks and Core Curricula Materials	Inv # 01868748	\$3,960.81
2858	9/15/2022	K12 Health	Cleared	\$1,305.00	62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Health Services - 9/01/22	\$1,305.00
2859	9/15/2022	Specialized Office Systems	Cleared	\$1,295.46	62-0000-1110-2100-4300-020-000	Materials and Supplies	Embroider Stone Hats	\$1,295.46
2855	9/15/2022	Department of Justice	Cleared	\$603.00	62-0000-0000-7400-5874-020-000	Personnel Services	August 2022 Fingerprinting	\$603.00
2853	9/15/2022	Boonli, LLC	Cleared	\$105.00	62-0000-1110-1000-4410-020-000	Software and Software Licensing	Standard Month, Reporting Upgrade	\$105.00
2854	9/15/2022	Patrick Broughton	Cleared	\$655.41	62-0000-1110-1000-3401-020-000	Health & Welfare Benefits Certificated	REIMB: Medical	\$614.64

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					62-0000-0000-7410-5200-020-000	Travel and Conferences	REIMB: Mileage	\$40.77
2856	9/15/2022	EMS LINQ INC.	Cleared	\$690.10	62-0000-1110-1000-4410-020-000	Software and Software Licensing	Student Management w/ Application Processing	\$690.10
2864	9/15/2022	Scholastic Inc	Cleared	\$3,494.85	62-0000-1110-1000-4200-020-000	Books and Other Reference Materials	Scholastic Book Fairs	\$3,494.85
2865	9/15/2022	Scoot Education Inc.	Cleared	\$957.00	62-0000-1110-1000-5810-020-000	Educational Consultants	Substitute Services 9/06/22 - 9/07/22	\$638.00
					62-0000-1110-1000-5810-020-000	Educational Consultants	Substitute Services 9/01/22	\$319.00
2867	9/15/2022	Christine Suh, Ed.D	Cleared	\$15,528.13	62-6500-5760-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Interim Director of SPED	\$15,528.13
2866	9/15/2022	Small School Districts' Association	Outstanding	\$825.00	62-0000-1110-2100-5300-020-000	Dues and Memberships	District/Charter 2022-2023 Mebership Application	\$825.00
2863	9/15/2022	Rosetta Stone LLC	Cleared	\$3,300.00	62-0000-1110-1000-4410-020-000	Software and Software Licensing	Rosetta Stone Foundation (Silver) Renew	\$3,300.00
2862	9/15/2022	PowerSchool Group LLC	Cleared	\$1,102.50	62-0000-0000-7700-5877-020-000	IT Services	PowerSchool Enrollment Additional Langauge - Spanish	\$1,102.50
2860	9/15/2022	Maintex, Inc.	Cleared	\$739.43	62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Super Polimer, Tissue	\$739.43
2869	9/27/2022	SYNCB/AMAZON	Cleared	\$14,846.32	62-0000-1110-2100-4300-020-000	Materials and Supplies	458486759787	\$34.63
					62-0000-1110-2100-4300-020-000	Materials and Supplies	543937987935	\$180.28
					62-0000-1110-2100-4300-020-000	Materials and Supplies	749395387869	\$10.76
					62-0000-1110-2100-4300-020-000	Materials and Supplies	433753676885	\$83.28
					62-0000-1110-2100-4300-020-000	Materials and Supplies	467349996658	\$11.90
					62-0000-1110-2100-4300-020-000	Materials and Supplies	533898634388	\$38.94

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62-0000-1110 -2100-4300- 020-000	Materials and Supplies	876536758845	\$260.38
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	593979993668	\$231.76
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	553987653969	\$397.01
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	473679836483	\$18.82
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	996668433379	\$108.24
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	498577645868	\$378.86
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	469945556894	\$26.51
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	746349446988	\$49.82
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	974859987578	\$239.43
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	835848387394	\$1,526.78
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	693856344748	\$375.74
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	575967846794	\$108.22
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	986744885898	\$10.80
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	438894569643	\$34.82
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	869955966774	\$348.60
62-0000-1110 -2100-4300- 020-000	Materials and Supplies	698993677678	\$546.39

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				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	759383434885	\$18.39
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	534749647658	\$48.58
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	698875553347	\$486.96
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	844574887933	\$203.86
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	447654859753	\$816.86
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	546776538356	\$2,679.19
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	733369576669	\$147.04
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	899757639794	\$538.20
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	597494473933	\$1,061.54
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	739853437733	\$10.26
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	848793638673	\$672.74
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	934999868985	\$2,191.04
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	438579638535	\$38.85
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	596456654947	\$16.23
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	878453358944	\$197.58
				62-0000-1110 -2100-4300- 020-000	Materials and Supplies	945435666969	\$746.88

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2881	9/27/2022	Cristianna Turvey	Outstanding	\$4,114.00	62-6500-5760-1190-5810-020-000	Educational Consultants	Speech Therapy Services - August 2022	\$4,114.00
2878	9/27/2022	National Benefit Services, LLC	Cleared	\$10,149.98	62-0000-0000-0000-9660-020-000	Voluntary Deductions	September 2022 Contributions - For Bella Mente School	\$10,149.98
2874	9/27/2022	Franklin Covey Client Sales, Inc	Cleared	\$17,652.43	62-0000-0000-7410-5210-020-201	Training and Development Expense	Prepaid Core 3,Lighthouse Team,Core 3 Implementation Coachin	\$17,652.43
2872	9/27/2022	CharterSAFE	Cleared	\$1,390.01	62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Workers' Compensation Audit - 21/22	\$1,390.01
2870	9/27/2022	Kimberly R Adams	Cleared	\$544.99	62-0000-1110-1000-5810-020-000	Educational Consultants	August 2022 Consultant Services	\$544.99
2871	9/27/2022	Charter School Management Corporation	Cleared	\$13,916.67	62-0000-0000-7300-5873-020-000	Financial Services	Oct 2022 Back Office,Payroll,SIS<Attendance & CALPADS	\$4,175.00
					62-0000-1110-2700-5873-020-000	Financial Services	Oct 2022 Back Office,Payroll,SIS<Attendance & CALPADS	\$9,741.67
2880	9/27/2022	Soliant	Cleared	\$1,365.00	62-6500-5760-1190-5810-020-000	Educational Consultants	OT Services - 9/11/22	\$1,365.00
2877	9/27/2022	McGraw Hill School Education Holdings, LLC	Cleared	\$692.37	62-0000-1110-1000-4100-020-102	Approved Textbooks and Core Curricula Materials	Reading Wonders	\$692.37
2879	9/27/2022	Ontario Refrigeration	Cleared	\$11,997.00	62-0000-0000-8100-5601-020-000	Building Maintenance	Replace Indoor Blower Motors - 9/1/22	\$2,661.00
					62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	CalSHAPE Assessment - Vehicle Charge - 1/11/22	\$9,336.00
2876	9/27/2022	Johnson Controls Security Solutions	Cleared	\$1,972.32	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Recurring Services - 10/1/22 - 12/31/22	\$1,034.77
					62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Recurring Services - 10/1/22 - 12/31/22	\$937.55
2875	9/27/2022	Home Depot Credit Services	Cleared	\$449.91	62-0000-1110-2100-4400-020-000	Noncapitalized Equipment	8/17/22 - Inv # 8904840	\$418.93
					62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	8/16/22 - Inv # 9904799	\$30.98

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Check Register 9/1/2022 through 9/30/2022

2873	9/27/2022	CARDMEMBER SERVICE	Cleared	\$5,227.63	62-0000-0000 -2700-5998- 020-000	Unallocated Credit Card Expense	8/18/22 - 9/17/22 Credit Card Purchases	\$5,227.63
Total Check Amount				\$256,547.46	Total GL Amount			\$256,597.31



Single door replacement of slider
Wide Style HRSO Panic door
Vista, CA 92083

QUOTATION

QUOTE NUMBER:

C-22-0390

QUOTE DATE:

Aug 19, 2022

PAGE: 1

14025 Poway Road Suite C
Poway, CA 92064
LIC. 543291

PHONE: 858-486-0205

FAX: 858-486-0407

QUOTED TO: BELLA MENTE MONTESSORI ACADEMY
1737 W. VISTA WAY
VISTA, CA 92083

Job Name & Address

Bella Mente Montessori Academy
Single door replacement of slider
Wide Style HRSO Panic door
Vista, CA 92083

PHONE:

FAX:

JOB NAME	Good Thru	Payment Terms	Sales Rep
Single door replacement of slider	9/18/22	Net 10 Days	HERNANDEZ-001
DESCRIPTION			AMOUNT
<p>Single door replacement of slider.</p> <p>Remove existing aluminum sliding door assembly 91-1/2" x 84". Save for customer use.</p> <p>Modify opening for installation of new custom 42-3/4" x 81-3/4" wide (5") style, ADA (10") bottom rail. Adamsrite EX89 panic device, exterior cylinder, 10" offset tubular pull, continuous gear hinge, surface mounted CRL PR 90 hydraulic closer, 1/2" saddle threshold.</p> <p>Door jams and sidelite to be 2" x 4-1/2" dark bronze anodized aluminum with glass position in front.</p> <p>Glass to be 1" overall consisting of 1/4" solar ban 70 tempered, 1/2" spacer, 1/4" clear tempered.</p> <p>Work to be completed in 1 single day with removal of existing sliding door package, installation of new single door, frame and glass.</p>			9,150.00
<p>**** ALL DIMENSIONS TO BE VERIFIED AT JOB SITE ****</p> <p>THE FOLLOWING ARE PROVIDED BY OTHERS:</p> <ul style="list-style-type: none"> - PLASTER SCREEDS - MILCORE - GYP ADAPTER - STEEL / WOOD FIRRING - MOIST STOP WRAP - SHEET METAL FLASHING - JIFFY SEAL SILL FLASHING - CLEANING / PROTECTION / BREAKAGE / SCAFFOLDING <p>***SEE ATTACHMENT "A" FOR ADDITIONAL EXCLUSIONS***</p>			<p>Total</p> <p>\$ 9,150.00</p>

APPROVED AS QUOTED.

DATE: BY:

22



**BELLA MENTE MONTESSORI
AUGUST 2022 INVOICE**

Date: September 1, 2022

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

To: Gladys Espino

Cost per breakfast:\$1.95

Cost per lunch: \$3.30

Cost per lunch: \$1.01

	PRICE	TOTAL MEALS	TOTAL AMOUNT DUE
BELLA MENTE MONTESSORI SCHOOL			
BELLA MENTE MONTESSORI SCHOOL-BREAKFAST	\$1.95	899	\$1,753.05
BELLA MENTE MONTESSORI SCHOOL-LUNCH	\$3.30	1907	\$6,293.10
BELLA MENTE MONTESSORI SCHOOL- SNACK	\$1.01	650	\$656.50
Total		3456	\$8,702.65

Total Amount Due	\$8,702.65
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PLEASE MAIL PAYMENT TO:

Top Notch Catering
PO Box 1383
National City, CA 91951

Assistant WASC Coordinator

1. Become familiar with the contents of the WASC manual.
2. Attend WASC training workshops, along with the Principal and other assigned staff.
3. Working with the Director of Compliance, review the report of the previous visiting Committee and ensure that critical areas have been addressed through prior and current Action Plans.
4. Assist in establishing a calendar of self-study deadline dates.
5. Working with the Director of Compliance, ensure there are support mechanisms such as professional time for staff members to participate and complete requested feedback.
6. Train school staff on the self-study and accreditation process, establishing the appropriate spirit of inquiry and self-examination.

Training should include:

- An explanation of the joint WASC/CDE accreditation process along with its benefits to the school community.

- The importance of knowing the WASC/CDE criteria.
- An overview of the Focus on Learning self-study process.
- The interrelationship between expected school-wide learning results and academic standards.

• The importance of using data and the self-study findings to (1) raise the urgency for system change; (2) re-commit to a vision of high academic achievement for all students, and (3) investigate further the causes, barriers, impediments, challenges, remedies and solutions to maximize student achievement and learning.

- The importance of the ongoing improvement process for successful student learning.
- The nature and purpose of the visiting committee
- Accreditation term determination.
- The role that annual action plan updates and three-year progress reports play in the WASC accreditation process.

7. Establish the Leadership Team, Home Groups and School-wide Focus Groups in collaboration with the Director of Compliance.

8. Assist in training Leadership Team and Home and Focus Group Leaders in roles and responsibilities, including strategies in group dynamics and data analysis.

Training should include:

- A review of the basic purpose of the self-study, visit, and follow-up.
- The key outcomes of the self-study.
- The importance of verification and in-depth gathering of evidence.
- Establishing the role of the Home and Focus Group Leaders which is to:
 - Facilitate committee discussions and syntheses.
 - Coordinate gathering of evidence, especially analysis of student work.
 - Participate in regular meetings to review progress of the self-study.

9. Assist in the preparation of self-study packets.

10. Assist in the preparation for the WASC visitation by:

- Arranging adequate working space for the Visiting Committee
- Providing the Visiting Committee with exhibit materials

- Providing a campus map, classroom schedule, name tags, parking, and light refreshments
- Making arrangements for word processing and copy services support for the Visiting Committee

11. Cooperate with the site and district administration in performing other duties in support of activities related to this role including planning staff development activities

12. Developing a timeline to see that the action plan items are addressed in a timely manner.

13. Organizing staff to ensure action plan items are implemented.

COMPENSATION: \$2,500 annual stipend.

INDEPENDENT CONTRACTOR AGREEMENT

(Library Services)

This Independent Contractor Agreement (“Agreement”) is entered into as of October 12, 2022 (“Effective Date”) by and between Bella Mente Charter School (“Bella Mente”) and Kimberly Adams (“Consultant”), collectively referred to as the “Parties”, with respect to the following facts:

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

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

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

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

Section 1. Nature of Services and Relationship.

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

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

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

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

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

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

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

_____ Consultant's Initials Regarding Section 1.6.

Section 2. Term of Services and Termination of Agreement. Consultant agrees to perform services for Bella Mente pursuant to the terms of this Agreement from the Effective Date through January 31, 2023 ("Termination Date"), unless any of the following occur: (1) the Parties agree in writing to renew the term of this Agreement, for a defined project or period of time, pursuant to the same terms of this Agreement ("Extension Date"); or (2) the Parties agree in writing to otherwise modify the terms of this Agreement in accordance with Section 10.2. Notwithstanding this previous sentence, Consultant or Bella Mente may terminate this Agreement at any time, with or without reason, by providing 14 days' written notice to the other party. Notwithstanding any other provision of this Agreement, certain terms of this Agreement shall remain in effect after the Termination Date (including without limitation Sections 5, 6, 7, 9 and 11.1 of this Agreement).

Section 3. Payment and Invoicing. In exchange for Consultant's performance of the Consulting Services set forth in Attachment A, Bella Mente shall pay Consultant at a rate of \$15.50 per hour (not to exceed a total amount of \$1999.50), subject to early termination as provided in Section 2 of this

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

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

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

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

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

Section 6. Insurance; Business Requirements; Related Obligations.

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

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

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

Section 7. Indemnification.

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

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

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

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

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

Section 11. Miscellaneous.

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

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

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

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

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

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

To Bella Mente: Bella Mente Academies

To Consultant: _____

Attn: Erin Feeley, Executive Director

1737 W. Vista Way

Vista, CA 92083

Email: efeeley@bellamentecharter.org

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

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

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

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

Bella Mente Charter School,

a California nonprofit public benefit corporation

Dated: October ____, 2022

Erin Feeley, Executive Director

Consultant

Dated: October ____, 2022

Kimberly Adams, Consultant

ATTACHMENT A

Consulting Services

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

In the school library, consultant will:

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

In the school curriculum storage room, consultant will:

- Ensure all materials are organized and placed in the proper section
- Ensure all materials have Bella mente asset tags and entered in the asset Tiger system
- Create a list of materials to order to ensure Montessori curriculum is in working order

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.

*Nonpublic, Nonsectarian
School/Agency Services*

MASTER CONTRACT

2022-2023

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Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

BELLA MENTE ACADEMY

Contract Year 2022-2023

X

Nonpublic School

Nonpublic Agency

Type of Contract:

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

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

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

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

2022-2023

CONTRACT NUMBER: 105

LOCAL EDUCATION AGENCY: BELLA MENTE MONTESSORI ACADEMY

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: ABA & Verbal Behavior
Group, Inc**

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2022, between **BELLA MENTE ACADEMY**, hereinafter referred to as the local educational agency ("LEA"), a member of the **EL DORADO CHARTER SELPA** and **ABA & Verbal Behavior Group, Inc.** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections

56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized

representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

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

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

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

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

19. CONFLICTS OF INTEREST

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

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

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

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

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

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

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

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

25. CALENDARS

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

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

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

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

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA

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

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"),

achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California (“ELPAC”), the Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

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

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock; (2) an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual; (3) an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities; (4) an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; (5) restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention; (6) locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room; (7) an intervention that precludes adequate supervision of the individual; (8) an intervention that deprives the individual of one or more of his or her senses.

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

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents

resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

32. IEP TEAM MEETINGS

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

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

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may

request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

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

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

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

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

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

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

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

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

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

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

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

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff,

the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

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

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

45. STAFF QUALIFICATIONS

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

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

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

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

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR.

CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

47. STAFF ABSENCE

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

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

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

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and

signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for ensuring appropriate staff training in the administration of

such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA

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

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

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

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated

such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

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

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

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

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for

make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided

specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

63. **DEBARMENT CERTIFICATION**


By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses. The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

CONTRACTOR

ABA & Verbal Behavior Group, Inc

Nonpublic School/Agency

By:  9/23/2022
Signature Date

Chelsie Parent, Assistant Director
Name and Title of Authorized Representative

LEA

Bella Mente Academy

LEA Name

By:  09/30/2022
Signature Date

Erin Feeley, Executive Director
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Chelsie Parent, Assistant Director
Name and Title

Notices to LEA shall be addressed to:

Erin Feeley, Executive Director

Name and Title
Bella Mente Montessori Academy

Nonpublic School/Agency/Related Service Provider	LEA
3934 Murphy Canyon Rd, Ste.B202	1737 W. Vista Way
Address San Diego, CA, 92123	Address Vista, CA 92083
City State Zip	City State Zip
	760-621-8931 760-417-7365
Phone Fax	Phone Fax
	efeeley@bellamentecharter.org
Email	Email

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

Name and Title		
Address		
City	State	Zip
Phone	Fax	
Email		

EXHIBIT A: 2022-2023 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: ABA & Verbal Behavior Group, Inc.
The CONTRACTOR CDS NUMBER: NPA ID: 9900501

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

Maximum Contract Amount:

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

- 1) Daily Basic Education Rate:

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

3) Related Services-

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$50/hr-BII, \$60/hr-RBT</u>	<u> </u>
<u>Language and Speech (415)</u>	<u> </u>	<u> </u>
<u>Adapted Physical Education (425)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u> </u>	<u> </u>
<u>Health and Nursing: Other Services (436)</u>	<u> </u>	<u> </u>
<u>Assistive Technology Services (445)</u>	<u> </u>	<u> </u>
<u>Occupational Therapy (450)</u>	<u> </u>	<u> </u>
<u>Physical Therapy (460)</u>	<u> </u>	<u> </u>
<u>Individual Counseling (510)</u>	<u> </u>	<u> </u>
<u>Counseling and Guidance (515)</u>	<u> </u>	<u> </u>
<u>Parent Counseling (520)</u>	<u> </u>	<u> </u>
<u>Social Work Services (525)</u>	<u> </u>	<u> </u>
<u>Psychological Services (530)</u>	<u> </u>	<u> </u>
<u>Behavior Intervention Services (535)</u>	<u>\$100/hr-BCBA</u>	<u> </u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	<u> </u>	<u> </u>
<u>Specialized Deaf and Hard of Hearing (710)</u>	<u> </u>	<u> </u>
<u>Interpreter Services (715)</u>	<u> </u>	<u> </u>
<u>Audiological Services (720)</u>	<u> </u>	<u> </u>
<u>Specialized Vision Services (725)</u>	<u> </u>	<u> </u>
<u>Orientation and Mobility (730)</u>	<u> </u>	<u> </u>
<u>Specialized Orthopedic Services (740)</u>	<u> </u>	<u> </u>
<u>Reader Services (745)</u>	<u> </u>	<u> </u>
<u>Transcription Services (755)</u>	<u> </u>	<u> </u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u> </u>	<u> </u>
<u>College Awareness (820)</u>	<u> </u>	<u> </u>
<u>Work Experience Education (850)</u>	<u> </u>	<u> </u>

AGREEMENT TERMS:

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

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ x Daily Rate _____ = PROJECTED BASIC EDUCATION COSTS _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)I							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VII. 11.

TO: Board of Directors

FROM: Executive Director

DATE: October 11, 2022

SUBJECT: Read-A-Thon

ISSUE: Staff proposes the annual main fundraiser this year be the 2nd Annual Read-A-Thon.

BACKGROUND: The school holds one major fundraiser a year. Macarena Davis, our Community Liaison, is leading the main fundraiser this year. This year, we propose using a different platform which allows the school to ensure more funds are directed to students- Rally Up.

This platform uses Stripe to process credit card charges:

- 2.9% processing plus \$0.30 per credit card transaction.
- All cash and check donations can be made directly to the school with no fee due to RallyUp

This differs from our *previous* company in 2021, Read-A-Thon. This company collected 25% of the donations and gave only 75% of the donations to the school.

If approved by the Board of Directors, monies collected from this fundraiser will be used to supplement students education by providing Hands-on experiences and field-trips, both on and off the school site.

FISCAL IMPACT/ FUNDING SOURCE: Goal of raising \$25,000 which is equivalent to each student raising \$62.50.

RECOMMENDATION: Approve the Read-A-Thon.

Respectfully Submitted,

Erin Feeley
Executive Director

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 1.

TO: Board of Directors

FROM: Executive Director

DATE: October 11, 2022

SUBJECT: Discussion and Approval of the School Family Handbook

ISSUE: The school family handbook has not been updated since pre-COVID.

BACKGROUND: To ensure our students and families understand the mission, vision, goals and values of the school, as well the expectations of students and families, an up to date School Family Handbook is essential.

This year, we have combined the elementary handbook with the middle school handbook for simplicity. Major changes include the addition of the Uniform Complaint Procedure and the Charter Complaint Form.

FISCAL IMPACT/ FUNDING SOURCE: n/a

RECOMMENDATION: Approve the School Family Handbook.

Respectfully Submitted,

Erin Feeley
Executive Director



Bella Mente Academies

Family Handbook

(760) 621-8948
1737 W. Vista Way Vista, CA 92083
www.bellamentecharter.org
e-mail: info@bellamentecharter.org

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Mission and Values

The mission of Bella Mente Charter 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 socioeconomic diversity by providing all students with the opportunity to obtain a quality public education. Our aim is to prepare each of our students with the skills, knowledge, and values to participate meaningfully in the pluralistic world of the 21st century.

Bella Mente Montessori Academy (“BMMA”) provides a Montessori curriculum, integrated with the common core standards, for students ranging from transitional kindergarten through eighth grade. ***Bella Mente is committed to serving the best interest of the student.*** Parental participation is strongly encouraged and highly valued in terms of the contribution it makes to the child's education and the school community. However, parental involvement is not a requirement for acceptance to, or continued enrollment at BMMA.

High academic standards and expectations of achievement, with emphasis on core subjects, are maintained through adherence to these values:

- Creative, passionate, progressive teachers who are committed to Montessori philosophy
- Responsibility, accountability, and freedom for individual student progress within the academic framework
- Challenges to develop critical reasoning, openness to encourage creativity, and opportunities to facilitate service
- High, unwavering standards of conduct, emphasizing respect for self and others, honesty, responsibility, and courtesy
- Emphasis on collaboration, peer governance, problem-solving, and goal-setting according to developmental readiness
- High parental involvement and collaboration in education and service

Core Beliefs

Dr. Montessori’s fundamental goal was to prepare the child for the “real world” and recognized that each student is a unique individual with unique personal, social, and educational needs. As a result, interactions with individual students may be unique in nature. In response to this, BMMA has chosen to adopt a “principles-based” approach to professional conduct and school- wide behavior management. Under such an approach, BMMA staff members have met and agreed upon a common set of principles, which shall serve as the basis for all interactions and decisions that may arise within the school community.

Empirical research has shown us that people learn in two ways: Through experience and by modeling. Recognizing that each person comes to our community with a different personality and a different set of life experiences, it is almost impossible to achieve total consistency of beliefs and actions within a staff. As we strive to acknowledge the unique nature of each student and staff member, consistency is achieved when social, academic and professional decisions are handled in a manner consistent with an agreed set of principles. Thus, staff members are encouraged to approach situations and decisions with the understanding that the coaching, counseling, and/or consequence implemented shall be consistent with the set of values and principles agreed upon by the staff as a whole.

The following list of core beliefs outlines the professional attitudes and actions of all staff members of this school:

1. Our professional attitude is a mindset with a core belief that our actions and our words should always maintain the dignity and respect of both child and adult.
2. Adults will model appropriate and respectful behavior for students and will guide students to solve their own problems in any way that does not create a problem for others.
3. Students will be given opportunities to make decisions and live with the consequences, both positive and negative. These experiences shall serve as valuable learning opportunities for our students.
4. Students will be given the opportunity to make decisions about issues that affect themselves. Outcome of choices, including misbehavior, will be handled with natural and/or logical consequences instead of punishment, whenever possible.
5. Outcomes of choices and misbehavior will be viewed as opportunities for individual problem solving and preparation for the real world. Staff acknowledge that misbehaviors are not necessarily a personal attack on school or staff and acknowledge that other underlying personal or emotional issues may need to be considered.
6. In the event a consequence appears to be unfair, students are encouraged to request an opportunity to fully communicate their viewpoints and any additional facts regarding a situation with which they were involved.
7. School problems will be handled by school personnel. Criminal activity will be referred to the proper authorities.

Academic Program and Overview

Who was Maria Montessori?

Maria Montessori was a doctor, research scientist, and educator from the late 1800s – early 1900s who made observations about how children learn. The Montessori Philosophy of Education is based on Dr. Maria Montessori's observation that children have a natural desire to

learn and that stages of development exist for which there should be corresponding educational environments and trained adults who prepare these environments. Children can learn independently in a prepared environment with teachers who guide and serve as the links between the student and the environment. By providing freedom of choice, this enriched learning environment cultivates individuals who learn to make independent decisions and to solve problems creatively. They learn to develop healthy social relationships, to develop skills in concentration, and to master basic academic and life skills. At BMMA students are challenged to create, explore and imagine.

Montessori Education provides children with a lifetime gift – the opportunity to fully develop their innate intellectual, physical, social and emotional potential. BMMA encourages parents to be an integral part of their child's education by learning about the Montessori philosophy, observing in the classrooms, and volunteering in the school.

Montessori: "A Cosmic Approach to Education"

The Montessori philosophy was originally developed in the early nineteen hundreds by Dr. Maria Montessori to enhance a child's opportunities for learning, relevant to the student's relationship to the world around him/her. Over the years, the philosophy has evolved to challenge the whole child's personality and intellect in a variety of multicultural settings. Her teaching system is based on a strong integration of adult to child observation and practical hands- on activities. From her observations, she designed functional learning environments created to support and enhance a child's innate desire to learn about the world around him/her. Classroom materials offer learning experiences in a clear, concrete manner. Students are encouraged to use motor and intellectual discovery when working with these materials. There is an emphasis on the sequential and orderly acquisition of both motor and cognitive skills. This ordered work method also allows for individualization and usually offers a two to three-year age span within the classroom; enabling students to work and learn at their own pace, as well as in group settings. The integration of varied age spans allows older students to gain confidence by working and role modeling materials with younger students. Collaborative learning and projects completed in groups encourage students to teach and learn with each other. This combination of order and freedom is facilitated by what is called "*the prepared environment*".

A well-prepared Montessori learning environment is given careful attention, allowing and encouraging the child accessibility to all materials she/he needs in performing and experiencing the step-by-step process of individual work. The classroom is thus arranged in a series of easily accessible shelves designed to accommodate specific work areas. This framework of organization gives accessibility to the necessary learning materials and frees the student to concentrate on the work, allowing an increase in independence and responsibility. This, in turn, decreases the need for direction from the teacher. As a result, children develop internal rather than external referencing. The teacher is also better able to observe the total classroom environment. Within Bella Mente, each classroom follows Montessori's concepts and is carefully designed to provide for the developmental needs of its students.

The areas of the classroom consist of materials to support learning in the core subjects of language arts (reading and writing), mathematics, and geometry while also providing concentrations in the areas of history, geography, and natural sciences (biology: botany, zoology;

astronomy, etc). Cultural subjects such as art, music, second languages and physical education are interwoven. Each class contains materials that teach specific concepts for the particular age range. The materials are designed in a logical sequence of skill acquisition and concept building while reinforcing the development of abstract thinking. In this way, the students observe and experience a movement toward self-set goals. The learning materials initially isolate knowledge to one concept at a time in a concrete manipulative style. Eventually, the child progresses toward an abstract, more divergent level of evaluation.

The Montessori teacher acts as a facilitator of information and is always responsible for what is called "making the match". Through observation and standardized assessments, the teacher assesses the needs and level of each student to guide him/her towards a path to meet his/her individual interests, maturity levels, capabilities and educational needs. As a result of these assessments, teachers can make adjustments in individual learning plans, both academically and behaviorally. The student who is in a period of self-directed activity can be given much freedom regarding choice. All students can work at their own speed and must demonstrate mastery of material before moving on.

Bella Mente offers these prepared classrooms in a variety of age/grade combinations. In the early grades, students receive the foundation of the Montessori curriculum by learning and practicing the cornerstone concepts of:

- Care of Self
- Care of Environment
- Control of Movement, and *very importantly*,
- Grace and Courtesy

The elementary or cosmic approach to learning introduces educational opportunities in a new and exciting light. It is designed to begin with the aspects of impressions. For the first six years of life (first plane of development), the child has absorbed the world around him/her: visually, auditorily, and tactually. Mastery of concrete experiences has taken place. Moving into the second plane of development, we can now begin an adventure of building abstractly on these early concrete experiences.

The following information is an overview of BMMA's philosophy for elementary (second plane of development) and middle school (third plane of development) Montessori programs. For this experience to be a successful adventure, it calls for a fully participating and committed team. We look forward to working with your child(ren) and your family and we welcome you as a member of this team dedicated to providing the most optimum learning environment for your child(ren).

Planes of Development

Developmental levels consist of distinct planes with certain characteristics that should be considered in formulating a plan for the child's education. These varying characteristics may be considered from four distinct aspects:

Intellectual

Social

Emotional

Moral

Intellectual: Dr. Montessori identified two sensitive intellectual periods during the second and third planes: Imagination and the understanding of the abstract. Imagination is the great power of this age. This special mental ability enables us to imagine what exists or has existed but cannot be seen because of time or distance. Not only can imagination travel through infinite space but also through infinite time. So, the child aged 6 to 12, and then 12 to 16, uses a creative imagination based on reality in order to psychologically conquer the world.

At these ages, the student's need to assimilate concepts using the concrete Montessori materials is still prevalent, and many appropriate materials are provided. The elementary and middle school-aged child develops the ability to move from the concrete into abstraction of a concept, based on this repeated opportunity for concrete experience.

Between the ages of 6 to 16 is the period of life during which the elements of all science should be given. This time frame could be called the "sensitive period of culture." In the early years of life, the child takes in her/his immediate environment. After the age of six, the child becomes involved in the greater community, growing into global awareness. In Montessori education the child is able to do this through "Cosmic Education".

The starting point of Cosmic Education is to introduce a vision of the world as a whole. To offer culture in terms of a cosmic vision means to show the intimate and interrelated relationship between things, living nature, and humankind. It also means the ability to understand the cosmic task of each element and of each force in the cosmos, including our human society and each of us as individual members of society.

Social: In the second and third planes, the group beyond the family, the peer group, now attracts the child. Children begin to form a society of their own peers and resist adult control as far as possible. The basic moral principle in operation during these periods requires a commitment from the individual: The commitment of the individual to the peer group.

Emotional: The child aged 6 to 16 is generally less accommodating to adults. Dr. Montessori explained this developmental change in terms of Nature's logic, whose aim is to arouse in the child not only a hunger for knowledge and understanding but also a claim to mental independence, a desire to distinguish good and evil by one's own power, and to resist limitation by arbitrary authority.

Moral: During the second and third planes, a sensitive period of morality comes to the forefront. A concept of justice is born at this age, together with a growing understanding of the relationship between our acts and the needs of others. Children at these ages will react strongly against anything they regard as unjust or unfair.

According to Dr. Montessori, nature has equipped the children of this age (6-16) with the qualities of loyalty, generosity, a sense of responsibility, a strong sense of justice, admiration for what is outstanding and progressive, and a distaste for trivialities. The children of this age want to become self-sufficient, prove their new independence, and help their neighbor.

One of Montessori's basic principles is that the adult should understand the natural tendencies driving the child at each plane of development and cooperate with those tendencies rather than go against nature.

Basic Academic Areas of BMMA's Montessori Educational Program

Montessori education offers a wide variety of academic study for all students, in a way that interrelates each subject to the others, which in turn supports the development of a better-rounded individual. One of the classic components of the Montessori approach is to provide uninterrupted units of work time for the students, to allow them ample opportunity to work through various academic tasks each day. At BMMA, breaking the academic day into two distinct parts provides these units of work time: Core academics (Language Arts, Math, and Geometry) are most often presented in the morning, and cultural subjects, such as History, Geography, and Science are usually presented in the afternoon. Practical Life lessons are practiced daily (care of self, care of environment, control of movement, grace and courtesy), and subjects traditionally referred to as cultural in nature (fine art, performing art, second languages, etc.) are interwoven throughout the week.

Core Subjects:

Reading and Language are essential for all areas of learning. Children learn phonetically through the use of tactile materials such as sandpaper letters, through auditory repetition and visual identification. Then they progress into reading and working independently through study cards (e.g. Albanesi) that give direction to their individualized program and to their research. Reading and language are integral parts of all cultural lessons.

Writing is used in almost every academic experience. Printing and cursive are developed in the early years, as the child is ready. Later, students develop formal writing and composition skills.

Basic Math facts (counting, addition and subtraction) are stressed as the prerequisite for accomplishing the more-advanced math that follows: fractions, long multiplication and division, powers of numbers, systems of numeration, squaring, and cubing.

Geometry is studied as it assists in the development of a creative capacity in the child. It is the foundation toward the construction of reality. This progression flows naturally from the 3-6 year old experience with sensorial materials.

Cultural Subjects:

Subjects such as History, Geography, and Science are referred to as Cultural Lessons and are studied as interrelated aspects of the same world.

History begins with the concept of time and evolves each year through a study of the Fundamental Needs of Humans, the Timeline of Life, and Stages in the Progress of Civilization. Geography continues from the preschool period with completed work in maps. Successive work includes a study of landforms and their classified nomenclature in conjunction with the study of the earth as our home. Geology continues this study of the earth and its historical relationships.

Science encompasses units of study in areas such as Biology, Astronomy, and Chemistry in the later grades, and is presented in a way that allows the student to explore and observe the world around him/her. Biology is initially presented to younger students through dual studies divided between Botany and Zoology; beginning with Botanical and Zoological Classified Nomenclature.

These units of study continue with experiments on vital functions of the plant kingdom and a comparative study of the vital functions of the different phyla and classes of the animal kingdom, progressing into a study of human functions and structure.

Research and Projects:

Within the Montessori method, opportunities for study and projects on various levels of thinking are essential. Critical and creative-thinking skills are an integral link to the Montessori Cosmic philosophy and curriculum. Furthering a child's study and understanding of concepts is accomplished by applying their learning in research projects and presentations.

Homework Policy

Homework is not necessarily a traditional component of the Montessori philosophy but is crucial to the success of students at BMMA. While students will not be given a burdensome amount of homework, teachers recognize the importance of their students completing follow-up activities in the home to supplement work completed in class. In addition, work which is not completed by the student during traditional in-class work periods will be sent home for the student to complete and return.

BMMA teachers have developed their own homework practices that will be shared with parents during orientation at the beginning of each school year. When there is no assigned homework, we recommend that you encourage your child to read.

Character Education and Peace Education:

Teaching Students to Become Contributing Members of Their Society

BMMA recognizes that the role of the parent/guardian is paramount in developing civic values and ethical behavior in their children. Montessori curriculum is developed to encourage and support students in the further development of the civic values and ethical behaviors that support them to become responsible and caring citizens, family members, and workers within society. Character education is interwoven throughout the educational program and fosters qualities such as: honesty, respect for self, others and property, morality (understanding what is right, legal and ethical), responsibility, human dignity, empathy, justice, civility, courage, and concern for the common good. BMMA encourages all students to participate in community service projects to learn the importance of giving back to their community.

BMMA believes in the dignity of all and that everyone, including students, families and staff, should be treated with dignity and respect. There is a great deal of diversity in the families we serve, and we strive to ensure that everyone feels welcome within our schools. Differences are celebrated! As a part of Cosmic Education (a study of each cosmic unit in relation to the whole), Maria Montessori was an advocate of Peace Education: the idea that the study and understanding of different cultures and societies would lead to acceptance and peace between nations. The breadth of the Montessori curriculum is designed to provide students with this exposure to a variety of cultures, societies, and beliefs, and to support students to be good citizens, as well as, progressive and compassionate thinkers and high-level communicators.

In accordance with this aim, BMMA will not tolerate behavior by students, families, staff or visitors which is insulting, degrading or stereotyping of any disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in California Penal Code section 422.55.

The Montessori Classroom Environment

In Montessori education, the whole child must always be considered. Thus, it is in the best interest of the student that home and school environments are consistent. For positive development of the body, mind, and spirit; the physical, mental, emotional, social, and academic needs of the child must constantly be taken into consideration. At BMMA, this is our first priority. To be successful, staff AND parents need to be committed to the following precepts:

- BMMA has chosen to implement the philosophy of Dr. Maria Montessori versus a traditional educational approach. Therefore, BMMA classrooms and school environment will operate using the concepts and methodology of Montessori.
- BMMA believes that children need pro-active and positive affirmation regarding self- image and esteem.
- BMMA provides guidance in the area of behavior and attitudes; and recognizes that each child has a unique personality, likes and dislikes, values, strengths and challenges. Uniqueness of the child will be honored while providing guidance.
- Each class establishes rules within the first week of the school year. It is the expectation that these rules are set with the understanding that everyone will respect and follow them. This provides the child with ability to reason and think for her/himself and to experience natural consequences for her/his choices.
- At BMMA, children are encouraged to communicate in a respectful, assertive and socially acceptable manner. An atmosphere in which students feel safe to express their differing viewpoints will be provided, as well as guidance with conflict resolution.
- All levels and styles of learning are encouraged. BMMA references both Gardner's Multiple Intelligence Theories and Bloom's Taxonomy of Cognitive Thought Process structures to enhance the critical thinking skills of all students.
- Placement, pretests and posttests are conducted in language arts and mathematics. Reading assessments will be conducted for reading readiness.
- At BMMA, personal responsibility and accountability is taught and practiced. Guidelines, limits, freedom of choice, and consequences will be made understandable to the students.
- BMMA will provide clear and timely communication to families in all areas of the educational program.

TK/Kindergarten Program: (culmination of ages 4 years to 6)

TK/Kindergarten is the culmination of the early childhood program which addresses the needs of the child during the first plane of development. Within this class, students transition from parallel play to an attitude of cooperative play. During this stage of development, the child gravitates toward a desire to work along with her/his peers. The TK/Kindergarten classroom allows these concepts to develop naturally through the role modeling of the teachers as well as the integration of age levels and interests.

In the TK/Kindergarten environment, the students *explore Montessori materials*. In mathematics, the Golden Bead Material is used to introduce the decimal system and progresses into the four mathematical operations (addition, subtraction, multiplication and division) in a concrete fashion. The Sensorial area concentrates more on geometry that eventually ties in with concepts in math. Language and reading materials guide the child toward recognition of the alphabet both by letter name and phonetically. “Sight words,” those words in the English language not phonetically pronounced, are introduced gradually.

Upon mastery of the above foundational tasks, pre-reading and reading skills are integrated with the use of small primer books designed to allow the child to read successfully at their own level. Writing extensions are now integrated to strengthen the interest in reading. D’Nealian style manuscript handwriting is incorporated in all areas of the classroom, both in pre-writing or tracing activities, along with actual experience stories. The students move through writing of lower case letters first, and follow with the upper case, capital letters.

The Practical Life area of the classroom enables the child to extend her/his concentration, coordination, and independence into a stronger sense of order for the future. In Kindergarten, the cultural lessons explore the areas of zoology, botany, geography, history, art and music. Within each area, specific units of study are presented. Physical Education is also explored within a group process, both indoors and out.

Lower Elementary Program: First through Third Grade Levels (ages 6 to 9)

Bella Mente focuses on the aspects of the Cosmic Curriculum of the Montessori philosophy. We work toward continuously increasing self-direction and independence of the junior child, age 6-9 years. In achieving these goals, the students gain strong self-concepts and effective roles of direction in self-responsibility. Our staff believes that to provide an appropriate learning environment for the child, we must encourage opportunities for reflective thinking, problem solving, and critical evaluation. Our environment provides opportunities for creative expression and encourages divergent thinking skills. We can allow and encourage your child's personal rate of learning, and can vary our teaching strategies to accommodate the needs of each individual student.

The curriculum is specifically designed with the elementary child in mind. We integrate the structure of Dr. Montessori’s methodology, by using the core subjects of Language Arts, Mathematics, and Geometry, within the Cultural Subjects (including but not limited to: History, Geography, Zoology, and Botany) as our foundation of knowledge. Chromebooks are used to familiarize students with the workings of technology, keyboarding skills, and simple research are available in each classroom. Physical Education is based on California standards and occurs within the school week.

BMMA integrates the expectations of the common core standards for this age and developmental stage and has paid careful attention to aligning the Montessori curriculum with state standards across the board. If you would like to view the curriculum for a particular level, please feel free to ask the teacher.

Upper Elementary Program: Fourth through Sixth Grade Levels (ages 9 to 12)

The philosophy of Montessori education is to encourage the student to classify, analyze, and evaluate information based on the introduction of any given academic subject matter from an impressionistic viewpoint. The goal for the student is to take information and apply it to real life experiences. These experiences then create opportunities for critical thinking and logical analysis.

The upper elementary curriculum continues to be specifically designed with the elementary child in mind. Core subjects of Language Arts, Mathematics, and Geometry are integrated throughout the Cultural Subjects (including but not limited to: History, Geography, and Science) as they remain the base for further knowledge and deeper exploration. Computer technology and research skills are taught to enhance the students' academic experience and prepare them for future academic and professional applications. Physical Education is a regular component of the curriculum, as well.

The upper elementary expectations of the common core standards for this age and developmental group serve as a minimum standard, with the Montessori curriculum often surpassing these minimum standards and offering students personal challenge toward academic excellence.

“Normalization”

Dr. Montessori used the terms “normal” and “normalization” to describe a unique process she observed in child development. When children are allowed freedom in an environment suited to their needs, they blossom. After a period of intense concentration, working with materials that fully engage their interest, children appear to be refreshed and content. Through continued concentrated work at their own academic level, children grow in inner discipline and peace. This progression of self-development and harmony is what Dr. Montessori referred to as the “normalization process”. Dr. Montessori cited “normalization” as “the single most important result of our work” (“The Absorbent Mind”, by Dr. Maria Montessori, 1949).

At the beginning of each school year, you will hear teachers and other staff members refer to the period of normalization. This is a time when students are acclimating to their new environment, their new teachers, and their new classmates. This is also the time when students will be learning how to use the bulk of new classroom materials and working to establish expectations and order within their classroom peer group. Once students have had a chance to “normalize”, parents will begin to observe a very wonderful routine and structure to the daily and weekly classroom activity.

Materials in the Montessori Classroom:

BMMA has developed a process for carefully reviewing and selecting all of the instructional materials, textbooks, and library books used in our school. Our review process is very important to ensure that your children have the best possible instructional tools and to assure consistency throughout our program.

For the younger students in the Montessori classroom, learning materials are arranged invitingly on low, open shelves. The materials are beautiful and inviting, increasing the child's interest in using them. During specified periods of uninterrupted work time, children may choose from all the lessons that have been demonstrated to them, particularly those that attract their interest, and work with them as long as they hold the child's interest (independence and freedom of choice). When students have finished with each lesson (job), they return it to the shelf from which it came (care of environment and self-responsibility).

Each lesson in a Montessori classroom isolates one specific quality. In this way, the concept that the child is to discover is presented more clearly. Moreover, the materials are self-correcting. When a piece does not fit, or is left over, the child easily perceives the error, thus eliminating the need for adult correction. The child is able to solve problems independently; building self-confidence and analytical thinking skills, and earning the satisfaction that comes from accomplishment.

For the older students, instructional materials are appropriate to their level of learning and a higher level of independent work takes place. New concepts are introduced using the Montessori materials, and as understanding takes place, the students move to abstract work with the concept. Many of the same Montessori materials introduced in the lower grades are utilized once again in the upper elementary classroom, but are used for more complex curriculum.

Movies shown in class

Occasionally educational movies will be shown at school. These movies have been reviewed by staff and are shown specifically for their educational content in conjunction with the relative curriculum. "G" rated non-educational movies may be shown on occasion. Appropriate PG movies will require prior parental permission. No movies rated PG-13, R, X, or NC-17 by the motion picture industry are shown at any grade level.

Instructional Use of the Internet: School Use of Internet Services is a Privilege

BMMA recognizes the necessity for students of today to be computer literate, and computers are provided in each classroom for student use. Before students may use the Internet at school, they must have parental permission on file and meet with their teachers to review school policies regarding Internet use, along with the consequences for not following these policies. Students wishing to use the Internet will sign an agreement to abide by these policies. The policy details what is expected of anyone using the Internet, email services, designing a webpage, researching, or using education programs online. Content filters are installed by BMMA to eliminate exposure to undesirable Internet sites.

School Use of Internet Guidelines include:

- Use of the Internet is a privilege.
- Those under 18 may not reveal their last names, addresses, or phone numbers.
- The user acknowledges that email has no guarantee of privacy and all content on school computers is subject to periodic review.

- Messages related to or supporting illegal activities will be reported to authorities, and messages are subject to the same restrictions as any material prepared for distribution.
- Transmission or reception of copyrighted material; material protected by trade secret; product advertisement or political lobbying; material that is obscene, libelous, slanderous, gang-related, incites students and/or staff to create a clear and present danger by promoting unlawful acts on school grounds, violation of school regulations, or disrupts orderly operation of school are prohibited and will result in termination of the user's Internet privileges. Additionally, the user will be subject to all applicable consequences.
- Acts of vandalism, such as knowingly downloading or uploading computer viruses, will result in termination of the user's Internet privileges and will subject the user to all applicable consequences, including but not limited to financial restitution from the family to repair/replace damaged equipment and resources.

The Technology Use Agreement signed by students, parents, and teachers may be viewed on the BMMA website and the end of this document.

Special Education and Services

BMMA desires to meet the needs of all our students. California law requires public schools, including charter schools, to provide a free appropriate public education to all students, including those with exceptional needs. Although most students' needs are met through the traditional Montessori curriculum, occasionally supplemental services are needed. BMMA may arrange for outside agencies or a neighboring school district to provide these services if they are not available at the BMMA campus. If your child has special needs, please talk with her/his teacher and with the Principal/Executive Director so we can address these needs.

Section 504 Accommodations

California law requires schools to provide a free appropriate public education to qualified disabled persons. When a student qualifies under Section 504, an accommodation plan is designed to meet the student's special needs.

BMMA is committed to providing students with a highly professional environment where they are safe to grow and learn, and which nurtures a love of learning. BMMA honors each student's learning style and developmental level.

The Faculty of Bella Mente Montessori Academy

The Montessori teacher observes and participates in all classroom activities. The goal of each staff member is to assure that each student's needs are being met from the perspectives of safety, physical and emotional well-being, and academic excellence.

The style of teaching in a Montessori "prepared environment" is quite different from that of the teacher in a traditional classroom, who imparts the same lesson to all the children at the same time. In a Montessori "prepared environment," the teacher's role is more of a guide or facilitator of the many different concurrent learning projects. To do this effectively requires special training to observe each child for signs of readiness, and to select the appropriate material to introduce at the appropriate time.

BMMA is committed to the preservation and implementation of Montessori methodology, principles and curriculum within its educational program. All teachers shall hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold, except that flexibility shall be given with regard to noncore, non-college preparatory courses. One of the goals of Bella Mente Montessori Academy is for all teachers to have both their Montessori and California credentials. When a teacher has only one of these credentials, she/he will enroll in an approved program to obtain the other. In each Primary and Lower Elementary classroom, a full or part-time instructional assistant will be available to assist the teacher. BMMA instructional assistants have knowledge and/or background in early childhood education as well as previous successful experience working with children and have met the criteria set forth in the federal Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act. These staff positions are supervised by the lead teacher.

BMMA promotes and teaches the concepts and skills of positive discipline through verbal reasoning and conflict resolution. BMMA believes that by role modeling these aspects of growth within a consistent program, students will develop a sense of responsibility and a desire to work and learn in a cooperative manner with others.

As a learning environment, BMMA is committed to providing faculty with a highly professional environment within which they are safe to grow, to continue their own professional development, and to nurture their own personal love of learning. In keeping with this goal, BMMA has designed a comprehensive teacher support program and regularly offers a variety of staff development opportunities throughout the school year.

As a Montessori teacher, preparation of self is equally important to preparation of the environment. All BMMA teachers are provided with morning and afternoon preparation time to allow them an opportunity to feel well organized prior to greeting their first student of the day. Staff are encouraged to take a few minutes each morning for self-reflection to allow for proper mental preparation before class begins. Please be respectful of these preparation times by keeping interruptions before school to a minimum. Teachers are always willing to schedule in advance a convenient time to meet with parents and answer questions or address concerns. Parents are also encouraged to send in written notes or communicate through the classroom email to which the teacher should respond within one or two days.

Montessori Assessments, Testing, Progress Reports and Report Cards

Assessment in the Montessori classroom is the hourly, daily, and weekly appraisal of student progress at BMMA. Early in their educational career at BMMA, students learn self-assessment from the prepared environment of self-correcting materials and the examples/modeling provided by the adult teaching staff. Self-assessment, self-reflection and self-correction are important lifelong skills that students acquire from the earliest years in a Montessori environment. Additionally, students also learn from their earliest years that their learning is a partnership with their teachers and parents.

Adults and students establish and agree upon daily, weekly, and monthly goals. Teachers maintain written records of the work presented and mastered, and each child has an

individualized “work plan” which is used to guide them through the lessons and academic work required for that week.

At any given time, a Montessori teacher knows precisely where a child is: academically, developmentally, socially and emotionally. With frequent one-on-one interaction and individual, personalized assessment of student work by the classroom teacher, issues and concerns are quickly addressed as they emerge.

BMMA teachers conduct assessments for placement in Math. Posttests are conducted to assess student mastery of concepts. Reading assessments are conducted for appropriate reading levels, and additional assessment tools are utilized to determine areas where a student may need reinforcement, as well as, to demonstrate a student’s academic advancement in any subject area.

In such a highly structured program, parents are alerted quickly to any concerns throughout the year. Additionally, BMMA provides formal documentation of the student’s progress two times each year: Progress reports are presented to the parents/guardians at Parent/Teacher Conferences twice each year (in the Fall and the Spring), and end-of-semester reports are sent home in January and June). BMMA’s grade reports have been carefully designed to give parents and students a progressive account of the student’s academic mastery with the common core standards.

Mastery of concepts at a student’s ability level is balanced with information pertaining to the state grade level standards. A student’s goal is to attain proficiency/mastery in all subject areas, yet we recognize that some students may require more time to reach this goal. Effort put forth in their lessons at their ability level is also a necessary element in determining a child’s progress. Conversely, a student whose abilities are above grade level will be challenged academically, and the assessments will reflect that advanced work.

Through this multi-level approach, performance and progress, not grades, become the focus of assessment and the heart of any discussion about the child.

Annual State Testing

As a public school, BMMA administers annual state testing assessments for all students in grades 3 through 8. The process and results of such state measurements can be used as one of many indicators of an individual child’s progress from year to year. Seen in this light, state assessments can be useful - to help parents, teachers and the student develop individual academic work plans.

Each spring BMMA participates in the state’s official assessment system, the California Assessment of Student Performance and Progress (CAASPP):

English language arts/literacy and mathematics assessments (grades three through eight)

- Smarter Balanced
- California Alternate Assessment (CAA)

Science assessments (grades five and eight):

- California Science Test (CAST)
- CAA for Science

Testing materials are processed by state specified agencies and individual results are usually available in late summer/early fall. All assessment reports are sent to the school and will be loaded into our student management system, PowerSchool, for parent viewing.

School Records and Student Privacy

Your child's school record is available for your access by making a request to the Front Office. You may request an amendment of your student's education records if you believe that there is an inaccuracy. These records are confidential and unavailable to other outside unauthorized parties. For more information about student records, please see the section below regarding the Family Educational Rights and Privacy Act.

Special Occasions and Events

Birthdays

Children love to share their birthdays. Each teacher has developed her/his own practice for acknowledging birthdays. This information will be provided during parent orientation for your child's class. BMMA prefers parents bring an item such as a book to donate to the classroom library to honor their child's birthday instead of a snack. If a parent desires to bring a snack, it must follow BMMA's Student Food and Beverage Snack List. Please see the section in this handbook for more information.

School Holidays and Vacation Periods

Please see the BMMA school calendar for a schedule of days off and intersession services throughout the year.

BMMA Religious Holiday Policy

In response to parent request and legalities, BMMA provides the following concerning religious holidays and public education; a subject at times marked by confusion and conflict.

BMMA recommends that teachers, school officials, parents and students, approach this discussion as an opportunity to work cooperatively for the sake of good education rather than at cross-purposes.

BMMA's religious holiday policy was developed based on the shared commitment of respect for individual religious beliefs expressed in the constitutional guarantee of religious liberty. This means that BMMA neither promotes nor inhibits religious belief or non-belief. Because Montessori classrooms are rich in cultural lessons and materials, BMMA takes into account the role of religion in history and cultures.

BMMA is aware of the legal issues surrounding the guidelines about the teaching of religion in public schools. Within the current legal framework, BMMA, their board of directors, administrators, teachers, parents and students must make practical decisions regarding religious holidays. We have done this by showing sensitivity to the needs of every student and a willingness to steer a course between avoidance of all references to religion on one hand and the promotion of religion on the other.

The Supreme Court has ruled that public schools may not sponsor religious practices (*Engel v. Vitale* (1962) 370 U.S. 421; *Abington School District v. Schempp* (1963) 374 U.S. 203) but may teach about religion. While having avoided making a definitive ruling on religious holidays in public schools, the Supreme Court let stand a lower federal court decision starting that recognition of holidays may be constitutional if the purpose is to provide secular instruction about religious traditions rather than to promote the particular religion involved (*Florey v. Sioux Falls School District* (1980) 619 F.2d 1311 (8th Cir.)).

BMMA policy allows for the study of religious holidays in our school as opportunities for teaching about religions of various cultures and societies. Such study is to serve the academic goals of educating students about history and cultures, as well as learning about the traditions of particular religions within a pluralistic society.

Teaching about religious holidays will be conducted when natural opportunities arise during the course of the year as students study different cultures and communities. Teachers are alerted to the distinction between teaching about religious holidays, which is permissible, and celebrating religious holidays, which is not. Recognition of and information about holidays may focus on how and when they are celebrated, their origins, histories and generally agreed-upon meanings. Our approach needs to be sensitive, neither promoting nor inhibiting religion. We desire to foster understanding and mutual respect for differences in belief and culture.

Teachers are to avoid asking students to explain their beliefs and customs. An offer to do so should be treated with courtesy and accepted or rejected depending upon educational relevancy. Teachers will not use the study of religious holidays as an opportunity to proselytize or to inject personal religious beliefs into class discussions.

Teachers may use religious symbols as examples of cultural and religious heritage. Religious symbols may be displayed only on a temporary basis as part of the academic program. Students may choose to create artwork with religious symbols, but teachers should not encourage or discourage such creations.

Sacred music may be sung or played as part of the academic study of music. School concerts that present a variety of selections may include religious music. Concerts should avoid programs dominated by religious music, especially when these coincide with a particular religious holiday.

Seasonal activities such as parent holiday programs are to serve an educational purpose for all of the students. Children should not be made to feel excluded or identified with a religion not their own.

Holiday concerts in December may appropriately include music related to Christmas and Hanukkah, and religious music should not dominate. Dramatic productions should emphasize the

cultural aspects of the holidays. Nativity pageants or plays portraying the Hanukkah miracle are not appropriate in the public-school setting.

Students may be excused from classroom discussions or activities related to particular holidays. BMMA acknowledges that some holidays considered by many people to be secular (for example, Halloween and Valentine's Day) are viewed by others to have religious overtones. Excusal requests will be granted for holidays that are marked by classroom parties and similar non-academic activities.

Students may be allowed a reasonable number of excused absences, without penalties, to observe religious events within their traditions. Students may be asked to complete makeup assignments or examinations in conjunction with such absences.

Family/School Community Partnership, Parent Participation & Parent Education

Bella Mente Montessori strives to partner with parents and guardians to best serve the needs of the children. This is accomplished through parent education and orientation, frequent and positive communication between staff and families, and regular parent involvement.

Parent Education and Orientation

BMMA provides a variety of parent education opportunities and events throughout the year. Within the first few weeks of school, an official orientation Sneak Peek and/or Back-to-School Night will take place. This is a very important evening to provide parents with information about the curriculum, classroom schedule, field trips, and other pertinent policies.

On-going throughout the school year are volunteer orientation trainings, during the work day and in the evening, which focus on preparing parents for the volunteer opportunities available at the school both in the classrooms and on field trips. This is especially important for new families, but does vary in content each year to encourage all parents to attend.

Later in the year, teachers may schedule curriculum informational evenings. Information about these events will be provided in the campus calendars and weekly newsletters. At times, BMMA will also arrange for educational professionals to provide workshops or presentations for families and teachers.

Parent Participation is a BMMA Priority

BMMA recognizes that parents are the most important educators in their children's lives. Studies show that children whose parents are involved in their education perform better in school than children whose parents are not involved. This is why we encourage parents to be active with their children's school at all grade levels.

BMMA also encourages parents to be active with their children's learning at home. *Read to them regularly. Ask them about their day and listen. Enjoy dinners as a family.* Parent involvement can easily be woven into even today's busy schedules. Parents and guardians are encouraged to schedule visits to their child(ren)'s school.

A variety of service opportunities exist and include: Working in the classroom with our Montessori staff, chaperoning field trips, and serving on campus committees to enhance the learning community. Volunteer activities can be done at the campus or at home. Parent education nights, fundraising, school events, and parent workdays provide enough additional opportunities to assure a comfortable level of participation. BMMA is grateful for the contribution volunteers make on behalf of the school and in the lives of all of our students.

It is our goal to work with each family to best meet the needs of the families and school.

Parents can offer Special Units of Study: an Important Part of our Montessori Curriculum.

If parents, relatives, or family friends have special talents or training, please let us know so that we may schedule some time for you to participate in the appropriate curriculum unit. Students often enjoy the opportunity to share their special adults with their classmates.

Student Safety: Livescan Fingerprinting and TB tests

Student safety is a priority at BMMA. In an effort to provide the highest level of safety for our students, all BMMA staff, contractors and volunteers who interact with students are required to successfully complete an electronic fingerprinting process known as a “livescan” report through the Department of Justice. Volunteers who are in frequent or prolonged contact with students are required to undergo a tuberculosis risk assessment, and, if tuberculosis risk factors are identified, the person must be examined and found to be free of infectious tuberculosis. These two requirements must be on file with the school office prior to commencing work at any BMMA campus.

The livescan report by the Department of Justice (DOJ) looks for the same things all our employees are checked for – convictions for drug crimes, sexual crimes, violent felonies and DUI crimes. Livescan reports can be initiated at various LiveScan locations or directly at the Department of Justice and usually take 3 to 5 days or longer to generate a report to the school.

Because the Department of Justice has not yet developed a process for cross reporting, all parents must obtain a livescan clearance specifically for BMMA regardless of whether the parent has previously received clearance through an employer or another organization.

Tuberculosis is an airborne disease, which means it can be passed from one person to another simply by sharing the same air. TB tests can be obtained through your medical doctor or through the county department of health. For those with a positive TB test, a chest x-ray is required prior to clearance.

A clear livescan report and TB test result must be on file with the school office PRIOR to the first time a parent volunteers in any role where he/she is in direct contact with students. This includes participation in school-sponsored field trips.

Working from home or serving on parent committees does not require these clearance checks.

Parent Participation on Field Trips:

Parent/guardian participation plays a key role in the success of field trips, and parents are asked to drive students and assist with chaperoning. All adults attending field trips must fulfill screenings to ensure the safety of the children. **Please note that any adult without these clearances may not attend the field trip, including other adult family members.** Adult chaperones must have on file in the campus office:

- Cleared livescan fingerprint report from the Department of Justice for Bella Mente Montessori Academy (to be completed only once)
- Cleared TB test result (required every four years)

In addition, any parent(s) who will be driving students during field trips must have on file in the campus office:

- DMV 10 Year Driver's Official History Report: Form H6 (due at the beginning of each school year)
- Proof of Insurance: \$100,000/\$300,000 liability per person/occurrence (due at the beginning of each school year)
- Copy of valid Driver's License (due only once)
- Copy of Vehicle Registration (due at the beginning of each school year, and upon renewal)

Bella Mente Montessori Academy Welcomes Parents to Observe our Classrooms and Daily Activities.

Any time you would like to observe the daily activity at our school, please feel free to schedule a time with your child's teacher. While it is standard procedure to advocate an "Open Door Policy," we also want to be sure to limit the amount of potential interruptions and distractions each day. Contacting your child's teacher to schedule an observation in advance will help alleviate scheduling conflicts. The only exception is the first month of school: No observations will be permitted to allow for students to adjust to their new setting without interruption.

Parents are also reminded that an appointment for a classroom observation is just that: a time for you to observe your child's class and make any notes regarding questions that may arise.

Observers should be courteous and quiet guests during the entire observation period. Observers must refrain from student interaction and must save discussions with the teacher until she/he is relieved of her/his student supervision duties. Additionally, parents should remain aware of the length of the observation period and keep it to a reasonable length of time, usually 20-25 minutes, or less. Parents who prefer to interact with the class should plan to complete the requirements for parent participation in the classroom (see page 24, Student Safety: Livescan Fingerprinting and TB tests) and should submit a request to the teacher to provide such service. Parents should be aware they must make an appointment to observe in a classroom. Walk-ins are generally not permitted as they are a disruption to the students' working environment. While observing, parents must adhere to policies regarding student confidentiality. Parents shall not talk about any student to another student, parent or other third party. Breach of this policy is a breach of confidentiality and will jeopardize the parent's opportunities for further classroom observation

or participation. Policies for observations have been developed to assure a positive experience for all parties. Upon check-in at the front office, observers will be provided with a set of rules to follow while in the classroom setting. Observers who choose to ignore these policies will be asked to end their observation immediately.

Visitors are required to provide a government issued ID at the Front Desk. This will allow each visitor to be vetted through the Department of Justice sexual offender database.

Child Custody

BMMA follows child custody decisions made by the courts. In order to do this, the family must provide copies of all relative legal documents to the school. It is not BMMA's responsibility to obtain these documents. School staff cannot modify or make exceptions. If a child custody arrangement has changed, a parent or guardian must provide copies of the applicable legal documents to the school. If any dispute arises at school regarding visitation or child custody, BMMA staff will call the local authorities to resolve the situation. BMMA requests that separating and divorced parents place their child's wellbeing as their number one consideration. When divorce occurs, families are still co- parenting and the child(ren)'s welfare must come first. BMMA wishes to support families as much as possible in achieving positive implementation of this goal.

Tobacco Use and Vaping

BMMA is a tobacco, e-cigarette, and vape-free environment. Smoking/Vaping and use of any tobacco products are prohibited at all times on school campus and surrounding areas, including outdoor areas. Smoking/Vaping is also prohibited during school functions and field trips off site, regardless if smoking/vaping is permitted in that particular environment.

Parent Communications at BMMA

Parent-Teacher Conferences

BMMA identifies parents and teachers as two integral parts of the student's academic success team. As such, BMMA encourages parents and teachers to stay in close communication regarding each student's progress toward subject mastery. In addition to informal discussions and communications throughout the year, BMMA offers formal opportunities each school year for parents and teachers to meet individually to discuss the child's progress. These parent-teacher conference periods are scheduled at four specific intermittent periods (at the end of each quarter and semester). In the fall, at the end of the first quarter, to provide an overview of the goals and objectives of the child's academic plan for the year, and toward the end of the school year to provide a final update on the child's progress toward subject mastery before moving on to the next level.

Weekly Newsletters and Updates

Each week, BMMA will publish email newsletter updates to include information regarding special projects and events, holiday activities, field trips, fundraising, and various other

informational items of interest to our BMMA families. Campus newsletters are emailed. Look for these updates and read them to keep informed of important school information.

Team Newsletters and Updates

Each teaching team composes their own lessons and newsletter information. This information will be published at regular intervals and is another way for you to stay informed about your child's education. As you read through the information, please let your child's teacher know if there are any areas you are knowledgeable in and wish to share. We also encourage you to share this newsletter with your child.

Parents are Vital to Every Child's Success: Developing a Plan of Support for your Child

BMMA recognizes that parents are vital to every child's academic success. The following points are offered to assist you in developing a plan of support for your child:

- Schedule an appointment to visit your child's school; you are a welcomed visitor!
- Make sure that your child gets enough sleep, eats a healthy breakfast every day, brings a healthy lunch and snacks for school, wears appropriate clothing for the weather, and arrives at school on time and ready to learn.
- Read to your child every day, or encourage your child to read independently.
- Insist that your child treat him/herself, other students, teachers and staff with respect and obey home and school rules.
- Call your child's teacher or the school office, write a note, or email the teacher at her/his email address when you have a question, a compliment, or a concern.
- Volunteer your time. Many volunteer tasks can be done at home.
- Attend parent-teacher conferences to discuss your child's progress and any challenges he/she may be encountering.
- Carefully review your child's report cards, school newsletters, and other information from school.
- Participate in school activities. Encourage your child to do the same. These activities and events have been planned to provide families with the opportunity to participate in the school community and enhance relationships between students, parents, and school staff.

School Evaluations

Each year BMMA will conduct surveys of parents and staff regarding their perception of the school/teachers and program. We invite you to provide us with feedback to help us continually improve. The results of these surveys will be shared with the Executive Director, Principal, the BMMA Governing Board, and staff, and will be used to effectively implement positive program change. Many of our best ideas have come from parents and staff!!

Guidelines for Arrivals & Departures

Due to traffic and facility configurations, BMMA has a specific drop-off and pick-up procedure. This will be explained during parent orientation.

In general, parents should plan to drop off their children at the designated location, and provide a warm, affectionate goodbye. Extending the drop-off procedure on a regular basis can create separation problems and can take away the child's opportunity to establish healthy patterns of self-confidence and responsibility. As noted in the Academic Overview portion of this handbook, students are encouraged to develop self-reliance and positive esteem. These characteristics are best developed and practiced through effective care of self and care of the environment. Once students have worked through the initial "First Day of School" experience, students are very capable of getting themselves settled in and ready for the academic day without the help of mom or dad. ***Parents will not be allowed to walk students into class (even the first week).***

Likewise, parents should plan to pick up their students at the end of the day in the same designated location to alleviate traffic and campus congestion.

If you have a need to come on to the campus during the school day, please be sure to park in only the designated parent/guest parking areas.

As explained in the Academic Overview, students are provided with uninterrupted units of time to support their ability to concentrate on the lessons of the day.

Forgotten homework, lunches, etc., may be delivered to the school office.

For a detailed discussion regarding tardies and early pick-ups, please refer to the section on Attendance Policies. For purposes of this section, students arriving at school late or departing early must be cleared through the school office. When late to school, parents should plan to:

- Accompany their child(ren) into the school office
- Sign them in using the designated office log book
- Assist each child in obtaining a tardy slip from an office staff member
- To keep disruption to a minimum, you do not need to enter the classroom with your child as long as she/he has the tardy slip to give to the teacher.

If your child is frequently tardy to school, consequences may be given and a family meeting may be scheduled with the Principal to discuss a plan of action that will correct this problem. Children arriving late are often self-conscious and feel uncomfortable entering the room. It also affects their ability to settle into the business of learning when they are in this emotional state. The class often takes care of a variety of business and/or begins quiet activities at this time. Students arriving late create an unwelcome disruption to the rest of the class. Please support your child to be on time. This is a life skill which will be of great benefit as the child gets older.

In the Montessori classroom, a great amount of learning happens at all times of the day, including the afternoon hours. Afternoon lessons are filled with all the cultural activities of history, science, art, etc., and incorporate practice of core academic subject material as well. BMMA stresses the importance of the afternoon curriculum. Parents need to understand this importance and respect the need for the student to attend school for the entire day.

When an early pickup from school is necessary and unavoidable, parents should plan to:

- Contact the teacher in advance of the early pick up so that staff can assist the child and the class to prepare for the interruption and transition.
- At the time of pickup, parent/guardian must check in at the school office and sign the student out in the designated office log book.
- The office staff will facilitate getting the student from class for you while you wait in the office. Adult visitors are not permitted to be unattended on the campus.
- Leave as quietly as possible.

Safety of our students is a priority at all times. During enrollment/registration, parents may provide names of any adults who will be able to pick up their student during school hours. Other arrangements may be agreed upon on a case by case basis.

If there is an occasion where someone other than the parent/guardian is picking up your child from school, please contact the office by telephone and with a written note or email.

Due to custodial agreements, and for every child's safety, it is vital that we have the appropriate, complete, and most up-to-date information regarding who is authorized to transport your child(ren).

Children attending before and after school programs are required to sign their student in and out with the designated program.

Separation: TK/ Kindergarten/First Grade Students and Parents

Sometimes it is difficult for both parent and young child to adjust during the first few days of school. If you anticipate tears or other expressions, we offer a few suggestions based on our experiences.

- ***Please bring your child by the campus for a visit prior to the first day of school.*** Providing a visual reference to the place where the child will be spending his/her day can sometimes make a world of difference!
- Make sure that your child knows when school is over and who is picking her/him up. This re-enforces the abstract concept that you WILL be returning to pick him/her up at the end of the day.
- Express your own happiness about school. Give the child something to focus on during your absence (e.g. "I'm really looking forward to hearing the names of your new friends ... can you try to remember some of them for me?")
- Encourage a hug and kiss, etc. and **promptly** leave. ***Try to avoid struggles by remaining with the student!*** The child will usually engage in an activity within five minutes of your departure.

You are invited to call us to assure yourself that she/he is doing all right.

School Hours and Extended Day Programs

BMMA adheres to and usually exceeds the state's required number of instructional minutes. The school day is between 8:00 and 3:20 depending on the grade level.

BMMA offers a before and after school care program and enrichment program through YMCA to provide care options for our BMMA families. Informational fliers are available from the Front Office.

Calendar

BMMA has a school calendar which adheres to the number of instructional days required by the state. School starts in August and ends in June, with fall, winter, and spring breaks. The school calendar is established and approved on an annual basis by the BMMA Governing Board of Directors and is subject to change.

Montessori Uniform Attire / Dress Code

Montessori education is concerned with the inner development of the child's mental, emotional, physical and spiritual being. As such, we seek to limit undue focus of attention on external appearances. After much discussion about the relative values of a dress code and individual freedom, BMMA has adopted the following middle path Dress Code. We believe that your child will be happiest when dressed in casual, comfortable clothing.

Dress Code Policy

BMMA is in compliance with the provisions of Article IX, section 5 of the California Constitution, and Assembly Bill 1575 (effective January 1, 2013), which prohibit the charging of any student fees for participation in an educational activity at a public school.

Tops

Expectations

Light blue or navy collared polo **with BMA** or **BMMA** logo (short or long sleeve).

Outdoor jackets must be **navy**.

Navy pull-over sweatshirt or navy zip-up jackets **with BMA** or **BMMA** logo may be worn inside.

BMMA t-shirts may be worn during Friday School Spirit Days.

- *Undershirts or turtlenecks worn under the polo must be plain white, khaki, navy, or black (no graphics or other designs).*

NOT Acceptable

- Shirts one size ***larger*** than the student's body size.
- Modifications to shirts such as, ***but not limited to***, pinning, rolling, knotting or any other modifications.
- Undershirts or turtlenecks may not have hoods.

Bottoms

Expectations

Khaki or navy skorts, shorts, jumpers, and pants.

Blue Jeans may be worn during Friday School Spirit Days.

- *Leggings worn under skorts or shorts must be plain white, khaki, navy, or black (no graphics or other designs).*

NOT Acceptable

- Bottoms must fit properly, be worn at the waist, and not altered or modified in any way.
- Bottoms that are too large (saggy/baggy) or too tight (skinny) are not allowed.
- Shorts and skorts must be 2" above the knee or longer (shorts must also not be more than 2" below the knee) and may not be form-fitting. They must fit properly.
- No cargo pants or pants with side-leg pockets.
- No distressed or altered jeans of any kind.

Shoes

Expectations

- Shoes must have closed toes.
- Shoes should be chosen with discretion.

*Athletic shoes are ***highly*** recommended during PE days*

NOT Acceptable

- Boots, house shoes, heels, sandals, or slippers.
- Shoes with offensive logos.
- Heelies or platform shoes.
- Shoes that can be a distraction to others (i.e. shoes with lights).

Accessories & Grooming

Expectations

- Belts without offensive logos or design.
- BMA hats may be worn outdoors. BMA hats are the only hats allowed to be worn on campus.

Please write student's name on inside tag

NOT Acceptable

- Hats may not be worn indoors.
- Accessories, such as backpacks or notebooks with writing, pictures or any other insignia which are crude, vulgar, profane, provocative, or sexually suggestive are prohibited. Neither may they advocate racial, ethnic or religious prejudice or the use of drugs or alcohol.

BMA is in compliance with the provisions of Article IX, section 5 of the California Constitution, and Assembly Bill 1575 (effective January 1, 2013), which prohibit the charging of any student fees for participation in an educational activity at a public school.

Note:

No student shall be sent home from school or denied attendance to school, penalized academically, otherwise discriminated against for noncompliance with this Dress Code Policy. However, students should be in compliance on the first day of school. New students enrolling during the school year must be in compliance within 10 days of enrolling. Each student is expected to adhere to the Bella Mente Dress Code Policy every day during the school year. Exceptions will include school spirit days, picture days, and others at the discretion of the principal.

Discipline and Behavioral Guidelines

The Montessori philosophy and educational model emphasizes respect for all individuals which is a key component in building a strong school community. Adults serve as models in the way

they address the children. Lessons of “Grace and Courtesy” begin at the earliest grades, and students have the opportunity to learn peaceful ways to work through their conflicts. When issues and misbehaviors do occur, a positive discipline approach, based on respectful, relevant, and related consequences, is utilized.

The BMMA staff is trained in positive discipline. The classroom strategies includes Peace Education, with an emphasis on personal peace and tolerance of others’ differences. Conflict resolution tools, such as the Peace Table, as well as Peer Mediation techniques and Restorative Justice assist the children in learning these important life skills.

Students are presented with lessons, which include scenarios for all areas of the school, discussing the reasons for safety, respect, and responsibility in those locations. Positive reinforcement is stressed, and students are “caught” following the rules and guidelines.

Generally, once a child has completed a designated amount of work, they are invited to return to their own classroom.

Communicating with parents is an important element in building a team of staff and families. Phone calls and written notes or reports sent home are ways the school can keep parents informed about how their child is doing in the school environment. When necessary, parent/teacher conferences and meetings with the administrator will be scheduled to assist teachers and parents in finding the most beneficial ways to support a student’s success at school.

Student Discipline Procedures, Suspension and Expulsion Policy

BMMA staff will enforce disciplinary rules and procedures fairly and consistently. Discipline may include the counseling of students, conferencing with parents/guardians, detention during or after school hours, suspension, and expulsion.

When a student is observed not following a rule, the child is asked if they know the rule and is then redirected to show the appropriate behavior. Only when a child repeatedly misbehaves are they referred to the school office and parents contacted. Data is collected to determine if further training is necessary for all of the students when issues occur often and by numerous students. The emphasis is on training and positive reinforcement for the desired behavior, as opposed to a punitive approach.

Physical violence will result in an immediate office referral. Parents will receive a written notification (Incident Report), and a phone call made if it is deemed necessary. Students disrupting their classroom may be removed to do work in another room or in the office. Generally, once a child has completed a designated amount of work, they are invited to return to their own classroom.

Communicating with parents is an important element in building a team of staff and families. Phone calls and written notes or reports sent home are ways the school can keep parents informed about how their child is doing in the school environment. When necessary, parent/teacher conferences and meetings with the administrator will be scheduled to assist teachers and parents in finding the most beneficial ways to support a student’s success at school.

When behavior that is unacceptable occurs, the following steps will be taken:

- For minor incidents and with younger students, staff will provide opportunities for re-direction and a chance to “try again.”
- Repeated offenses will initiate a progressive system of Student Success Team (SST) meetings starting with a conference between the parents/guardians and teachers.
- Teachers, administrators, or designees may utilize discretion when determining the consequences. Consequences vary based on severity/circumstances of the violation.

Should the behavior(s) continue, a SST meeting will be scheduled with a campus administrator, the teacher(s), and the parents/guardians. Other school staff and family members may also be included if deemed appropriate. In the SST process, the team identifies concerns, works together on solutions, and creates an action plan. It is customary for follow-up meetings to take place to discuss progress or the need for additional interventions.

Serious incidents will lead to an immediate referral to a campus administrator. Parents/guardians will be notified by phone or in writing.

Serious or repeated infractions will result in one or more days of suspension from school (refer to the Suspension Policy).

Corporal punishment will never be used as a disciplinary measure. Corporal punishment does not include the use of reasonable force to protect students, staff, or school property.

Parents/guardians will be notified in writing or by phone following any disciplinary action taken in response to a student’s misconduct. A follow-up parent conference with the teacher or administrator may be required. Parents may also request a meeting to discuss the incident and disciplinary action.

BMMA maintains a comprehensive suspension and expulsion policy in order to promote learning and protect the safety and wellbeing of all students. A student may be suspended or expelled for misconduct as specified below while on the school grounds, coming and going to school, or at a school-related activity. These policies are developed to conform to applicable federal law regarding students with exceptional needs.

An administrator may suspend students who fail to comply with BMMA discipline policies at any time. Students who habitually fail to comply with these policies or who present an immediate threat to the health and/or safety of others may be suspended pending a recommendation for expulsion to the BMMA Governing Board by the Executive Director.

Prior to expulsion, students will be provided progressive discipline unless the student’s conduct presents an immediate threat to the health or safety of others. BMMA will notify the district of any expulsions and will include suspension and expulsion data in its annual performance report to the sponsoring school district.

Weapons and Dangerous Substances:

Due to concerns for safety, weapons of any kind may not be brought to school; this includes the parking lots and surrounding areas of the school. We are required by law to take immediate and strong action should a child bring weapons to school. This consists of, but is not limited to, all knives, including pocket knives, daggers and martial art weapons, air guns, replica guns, ammunition, incendiary devices, and fireworks. Parents are asked to discuss this with their children in an age-appropriate manner to help them understand the seriousness of these items.

Parents/guardians are ultimately responsible for their child bringing such items to school and will be called immediately to pick up their child should he/she be discovered to have a dangerous object. School officials have the right to search student backpacks, lockers, or other containers if the possession of a weapon or dangerous substance is reasonably suspected.

Sexual Harassment:

The BMMA Governing Board prohibits sexual harassment of or by any student, BMMA staff, or volunteer. Teachers should discuss the policy with their students in age appropriate ways and should assure them that they need not endure any form of sexual harassment.

The Board expects students and staff to immediately report incidents of sexual harassment to the Principal or designee. Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature.

Theft or Destruction of School, Student or Staff Property:

School staff, in consultation with a school administrator, may search a student's belongings if there is reasonable suspicion to believe the child has taken another's belongings. School administration may refer theft of property to law enforcement.

Students and parents/guardians may be held accountable for replacing or repairing any property damaged or lost due to student negligence.

Threat of Harm:

All threats will be taken seriously. The student will be removed and parents/guardians called immediately in the event a student threatens another student, staff, or volunteer. Depending on the age of the student, and the severity of the threat, law enforcement may be notified.

Suspension and Expulsion Procedures

Governing Law: The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder; and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). Education Code Section 47605 (b)(5)(J).

This Pupil Suspension and Expulsion Procedure is intended to promote learning and protect the safety and well-being of all students at the School. When school discipline policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. These procedures for student suspension and expulsion may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements.

School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Family Handbook and will clearly describe discipline expectations.

Discipline includes but is not limited to advising and counseling students, conferring with parents/guardians, detention during and after school hours, use of alternative educational environments, suspension (both in-school and out-of-school) and expulsion.

In-school suspension will be held under the supervision of administrative staff including, but not limited to the Principal or Executive Director or Designee. Students will complete work assigned by their classroom teacher.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that these Policy and Procedures are available upon request at the Executive Director's office.

Suspended or expelled students shall be excluded from all school and school related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities in Education Act ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to regular education students except when federal and state law mandates additional or different procedures. The School will follow Section 504, the IDEIA, and all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students. The Charter School shall notify the District of the suspension of any student identified under the IDEIA (or for whom there may be a basis of knowledge of the same) or as a student with a disability under Section 504.

1. **Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at the School or at any other school or a School sponsored event at anytime including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; or d) during, going to, or coming from a school sponsored activity.

2. **Enumerated Offenses:**

Students may be suspended, involuntarily dismissed, or expelled for any of the following acts when it is determined the student:

1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another, except self-defense.
2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school

employee, with the Executive Director, Administrator or designee, and/or Administrator's or designee's concurrence.

3. Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage or intoxicant of any kind, and either sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
5. Committed or attempted to commit robbery or extortion.
6. Caused or attempted to cause damage to school property or private property.
7. Stole or attempted to steal school property or private property.
8. Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. However, this section does not prohibit the use or possession by a pupil of his or her own prescription products.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, Administrators, school officials, or other school personnel engaged in the performance of their duties.
12. Knowingly received stolen property including school property or private property.
13. Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
14. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
15. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness, or both.
16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
17. Engaged in or attempted to engage in hazing of another.
18. Aiding or abetting as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person.
19. Made terrorist threats against school officials and/or school property.
20. Committed sexual harassment.
21. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
22. Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class

work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment.

In addition to the offenses listed above, a student may be suspended or expelled when it is determined the student:

Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property;

(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health;

(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance;

(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) "Electronic act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(i) A message, text, sound, video, or image.

(ii) A post on a social network Internet Web site, including, but not limited to:

(I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(iii) (I) An act of cyber sexual bullying.

(II) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(III) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

**Note: Restitution may also be required in cases of damage or destruction of Bella Mente property.*

3. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

a. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or the Executive Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the Executive Director. The conference may be omitted if the Executive Director or designee determines that an emergency situation exists, or if the student or parent waives their right to a conference. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference due to an emergency situation, both the parent/guardian and student

shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her, and the pupil shall be given the opportunity to present his or her version and evidence in his or her defense.

This conference shall be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization.

No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

b. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

c. Suspension Time Limits/Recommendation for Placement/Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

Upon a recommendation of Expulsion by the Executive Director or Executive Director's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Executive Director or designee upon either of the following determinations: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

4. Authority to Expel

A student may be expelled by the Executive Director after providing an opportunity for a hearing before a neutral school official appointed by the BMMA Board of Directors (the

“Hearing Officer”). Unless a hearing is timely requested by the student’s parent(s) or guardian, the Executive Director’s determination is final. If a hearing is timely requested, then a hearing shall be held and the Hearing Officer’s determination is final.

5. Expulsion Procedures

When the Executive Director determines that a student has committed an expellable offense, the student and the student’s parent(s) or guardian shall be provided a timely written notice of the charges against the student and an explanation of the student’s basic rights, including the right to a hearing before the Hearing Officer to determine whether the student should be expelled (the “Written Notice”). The parent(s) or guardian shall have 10 calendar days from issuance of the Written Notice to file a written request for a hearing to be presided over by the Hearing Officer. If no hearing is timely requested, the expulsion becomes final as of the 11th calendar day following the Written Notice.

If a hearing is timely requested, the Hearing Officer shall hold a confidential hearing within 15 calendar days of receipt of the request for a hearing. During the hearing, the student shall have the right to be represented by legal counsel or an advocate, the right to present evidence, testimony, and witnesses, the right to cross-examine adverse witnesses, and the right to question BMMA representatives.

Written notice of the hearing shall be provided to the student and the student’s parent or guardian at least 10 days before the date of the hearing. Upon mailing the notice, it shall be deemed served. The notice shall include:

- (1) The date, time and place of the expulsion hearing;
- (2) A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- (3) A copy of the school’s rules or policy which relate to the alleged violation;
- (4) Notification of the student’s or parent/guardian’s obligation to provide information about the student’s status at the school to any other school district or school to which the student seeks enrollment;
- (5) Notification of the opportunity for the student or the student’s parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- (6) Notification of the right to inspect and obtain copies of all documents to be used at the hearing;
- (7) Notification of the opportunity to confront and question witnesses who testify at the hearing;
- (8) Notification of the opportunity to question evidence presented and to present oral and documentary evidence on the student’s behalf including witnesses.

The student and/or his or her parent(s) or representative must present all written and oral evidence and argument to be considered at the hearing. The school secretary or Hearing Officer’s designee shall attend and prepare minutes of the proceeding, which shall become part of the record of the proceeding along with all written evidence or other

material submitted to the Hearing Officer. After considering the evidence, including testimony presented at the hearing, the Hearing Officer shall either (1) support the Executive Director's recommendation for expulsion, (2) reject that recommendation, or (3) modify that recommendation. The Hearing Officer's determination after the hearing is final and cannot be appealed.

6. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Hearing Officer may determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined by the Hearing Officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil. The Hearing Officer may take any other measures (s)he deems reasonable under the circumstances to protect the privacy of witnesses.

7. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Hearing Officer determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

8. Written Notice to Expel

The Executive Director or designee following a final decision to expel shall send written notice of the decision to expel, including any findings of fact made by the Hearing Officer if a hearing was requested and held, to the student or parent/guardian. This notice shall also include the following:

- a. Notice of the specific offense committed by the student
- b. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the School.

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the district of residence.

This notice shall include the following:

- a. The student's name

- b. The specific expellable offense committed by the student

Additionally, in accordance with Education Code Section 47605(d)(3), upon expulsion of any student, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information.

9. Disciplinary Records

The School shall maintain records of all student suspensions and expulsions at the School. Such records shall be made available to VUSD upon request.

10. Expelled Pupils/Alternative Education

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence.

11. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Executive Director and the pupil and guardian or representative to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director shall make a recommendation to the Board following the meeting regarding his or her determination. The pupil's readmission is also contingent upon the School's capacity at the time the student seeks readmission.

No student shall be involuntarily removed by BMMA for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the right to initiate the Expulsion Procedures described above before the effective date of the action. If the student's parent, guardian, or educational rights holder initiates the Expulsion Procedures described above, the pupil shall remain enrolled and shall not be removed until the Hearing Officer issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions for disciplinary reasons.

Communications and Dispute Resolution

Do you have a Compliment or a Concern?

BMMA has confidence in the competency and professionalism of its staff. However, if the school your child attends is not measuring up to your expectations, we would like to know about it.

BMMA encourages open and respectful communication from individuals and groups within the community regarding compliments, suggestions, questions, and complaints about any part of the school program or any employee of BMMA utilizes this information to effect improvement and positive change in our program whenever possible.

At BMMA we use the communication style of first talking about what is working, and then discussing what needs improvement. We find that this style of communication is easier heard and received. Additionally, we model this communication style for the children because we believe it helps people achieve positive outcomes. We invite you to join us in this style of communication.

To express a compliment about school personnel:

If you would like to share a compliment, feel free to call the Principal, send a note, and/or speak directly to the person you are complimenting.

To express a concern the following informal dispute resolution process was adopted by the Governing Board of BMMA:

Dispute Resolution Process

Misunderstandings and problems arise from time to time in any situation. Differences of opinion will exist. BMMA intends for the school environment to be a safe and supportive environment for students, teachers, staff, and parents. We are committed to creating an honest and open atmosphere in which any problem, complaint, suggestion, or question will receive a timely and respectful response. It is requested that all parties conduct themselves in a congenial manner and communicate with each other with mutual respect at all times.

Any disputed issue should be brought to the attention of the respective party as soon as possible with the intention to resolve the issue. If it cannot be resolved at this level, then an appointment should be made with the Principal/Executive Director or Designee to attempt further resolution.

If a parent disagrees with the established rules on conduct, policies, procedures, or practice, they can express this concern directly to the Principal/Executive Director or Designee. No parent will be penalized, formally or informally, for voicing a concern or complaint with BMMA in a reasonable, business-like manner, or for using this dispute resolution process.

The Executive Director is the official representative between parents and the Governing Board. He/she or any Principal/designee is accessible and ready to hear suggestions, concerns, and

complaints. BMMA cannot act on any problem unless it is aware of it, so we request that concerns or disputes be brought to the appropriate party as soon as possible.

While not every problem may be resolved to the complete satisfaction of all parties, effort will be made on the behalf of BMMA, and its staff, to bring resolution to any problem. This will only be possible through both parties' willingness to listen, attempt toward understanding, and exploration of all aspects of the issue at hand. Through this process, parents, teachers, and administration will be able to develop confidence in each other. This confidence is important to the smooth, effective operation of BMMA and will directly benefit the students. BMMA will strive to provide such an atmosphere at all times. Parents are encouraged to offer positive and constructive criticism, and to take the following steps if they believe they have dissatisfaction, or believe that an injustice has occurred, or that a decision affecting them or their child is unjust or inequitable:

1. When a problem first arises, the concerned person should discuss the matter with the respective party as soon as possible.
2. If they are unable to resolve the issue at this level, the concerned person should then contact the Principal to make an appointment to discuss the issue as soon as possible.
3. If the problem cannot be resolved informally through discussion or meeting, the concern or complaint shall be reduced to writing by the concerned person and submitted to the Principal. The concerned person should specify the problem to the fullest extent possible and any remedies sought.
4. Following any necessary investigation, the Principal shall prepare a written response to the concerned person no later than ten (10) working days from the date of receipt of the concern, unless for good cause, additional time is required for the response.
5. If the matter is still unresolved at this level, the grievant may request a meeting with the Executive Director. The request for this meeting will be written and will include any and all documentation related to the grievance along with any solutions that have been proposed by the concerned person, the Principal, and any other related parties. The request for the meeting is to be delivered to the Executive Director who, unless sick or out of town, will meet with the concerned person within (10) working days of receiving the written request, or as soon thereafter as is practicable.

After the meeting, the Executive Director may conduct an investigation of the matter if appropriate prior to making any decisions or recommendations. The Executive Director will provide the concerned person with a response and outcome within a reasonable amount of time, not to exceed 30 days from the date of the meeting.

Uniform Complaint Procedures

BMMA has the primary responsibility for compliance with federal and state laws and regulations for students who attend our school. In addition to our informal dispute resolution process described above, we have established Uniform Complaint Procedures (UCP) to address allegations of unlawful discrimination, harassment, intimidation, and bullying, and complaints

alleging violation of state or federal laws governing educational programs, the charging of unlawful pupil fees, and the non-compliance of our Local Control and Accountability Plan (LCAP). For more information, a copy of our UCP is included below as part of this Handbook, and is also available at the school site and on our website.

BELLA MENTE ACADEMIES
ANNUAL NOTIFICATION OF THE UNIFORM COMPLAINT PROCEDURES (UCP)
2022-23 school year

Bella Mente Academies (“BMA”) annually notifies students, employees, parents/guardians, school advisory committee members, school district officials, and other interested parties of the Uniform Complaint Procedures (“UCP”) process. BMA is primarily responsible for compliance with federal and state laws and regulations, including those related to unlawful discrimination, harassment, intimidation or bullying against any protected group, and all programs and activities that are subject to the UCP, to the extent offered by BMA.

Programs and Activities Subject to the UCP

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Career Technical and Technical Education, Career Technical, Technical Training (state)
- Career Technical Education (federal)
- Child Care and Development Programs
- Compensatory Education
- Complaints of Discrimination, Harassment, Intimidation and/or Bullying of any protected group as identified in Education Code §§ 200 and 220 and Government Code § 11135, including actual or perceived characteristics set forth in Penal Code § 422.55, based on sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, immigration status, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by BMA which is funded directly by, or that received or benefits from, any state financial assistance
- Consolidated Categorical Aid Programs
- Course Periods without Educational Content
- Education and Graduation requirements of Pupils in Foster Care, Homeless Pupils, former Juvenile Court Pupils, and Pupils of Military Families
- Every Student Succeeds Act
- Local Control and Accountability Plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees, which includes a purchase that a pupil is required to make to obtain materials, supplies, equipment or clothes associated with an educational activity
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans for Student Achievement
- School Safety Plans
- School Site Councils
- State Preschool
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing
- Any other state or federal educational program the State Superintendent of Public

Instruction or the California Department of
Education or designee deems appropriate

Filing a UCP Complaint

Generally, a UCP complaint shall be filed no later than one (1) year from the date the alleged violation occurred. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying shall be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation, or bullying. For complaints relating to Local Control and Accountability Plans (LCAP), the date of the alleged violation is the date when the reviewing authority approves the LCAP or annual update that was adopted by BMA.

Complaints Concerning Pupil Fees

A pupil enrolled at BMA shall not be required to pay a pupil fee for participation in an educational activity, unless the charge for such a fee is specifically authorized by law and does not violate Education Code § 49011. A pupil fee includes, but is not limited to, all of the following:

1. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
2. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
3. A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

A pupil fee or LCAP complaint may be filed anonymously (without an identifying signature) if the complainant provides evidence or information leading to evidence to support an allegation of noncompliance.

Designated Official

The designated official ("Responsible Employee") to receive and investigate complaints is:

Susan Croniser
Bella Mente Academies
1737 W. Vista Way
Vista, CA 92083
760-621-8931
efeeley@bellamentecharter.org

BMA will ensure that the Responsible Employee and other employees who may be assigned to investigate complaints are knowledgeable about the laws and programs at issue in the complaints for which they are responsible.

BMA's Responsibilities

BMA advises complainants of the opportunity to appeal an Investigation Report of complaints regarding programs within the scope of the UCP to the CDE.

BMA advises complainants of civil law remedies, including injunctions, restraining orders, or other remedies or orders that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable. A complainant may pursue available civil law remedies outside of BMA's complaint procedures.

BMA provides a standardized notice with educational and graduation requirements for pupils in foster care, pupils who are homeless, pupils from military families and pupils formerly in Juvenile Court now enrolled in a school district. The following is link to a standardized notice developed by the California Foster Youth Education Task Force of the educational rights of pupils in foster care, pupils who are homeless, former juvenile court pupils now enrolled in a school district, and pupils in military families as specified in Education Code §§ 48853, 48853.5, 49069.5, 51225.1, and 51225.2: http://www.cfyetf.org/publications_19_421458854.pdf.

Copies of the UCP procedures shall be available free of charge.

All BMA students have a right to a free public education, regardless of immigration status or religious beliefs. For more information about this issue, we recommend families review the "Know Your Rights" immigration enforcement established by the California Attorney General and available on the California Attorney General website here: <https://oag.ca.gov/immigrant/rights>. BMA shall inform students who are victims of hate crimes of their right to report such crimes.

**BELLA MENTE ACADEMIES
UNIFORM COMPLAINT PROCEDURE
2022-23 school year**

The Governing Board (“Board”) of Bella Mente Academies (“BMA”) is committed to compliance with applicable state and federal laws and regulations governing educational programs and activities. Most issues are best handled informally, and the Board encourages the early resolution of complaints at the site level whenever possible. If you have a concern, you can always come and talk to one of us. If you find that for some reason this informal resolution is not adequate, you can follow our formal complaint policy and procedure set out herein.

BMA developed this UCP in accordance with Title 5, California Code of Regulations, §§ 4600-4687. BMA has primary responsibility to ensure its compliance with applicable state and federal laws and regulations, and BMA will investigate and seek to resolve UCP complaints in accordance with this UCP. This UCP has been approved by BMA’s Board.

UCP Complaints

Not all complaints fall under the scope of the UCP. Complaints arising from the employment relationship are separately addressed by BMA’s employment policies. Many concerns, including classroom assignments, grades, graduation requirements, hiring and evaluation of staff, homework policies and practices, student advancement and retention, student discipline, student records, the Brown Act, and other general education requirements, are not UCP complaints. BMA, however, may use these complaint procedures to address complaints not covered by the UCP in its sole discretion. Only allegations within the subject matters falling within the UCP can be appealed to the CDE.

A UCP complaint is a written and signed statement alleging a violation of federal or state laws or regulations, which may include: complaints regarding certain programs and activities (list below); complaints alleging the charging of pupil fees for participation in an educational activity; complaints regarding non-compliance with the requirements of BMA’s Local Control and Accountability Plans (“LCAP”); or an allegation of unlawful discrimination, harassment, intimidation, or bullying in certain programs or activities.

Complaints Regarding Programs and Activities

According to state and federal codes and regulations, the programs and activities subject to the UCP are:

- Accommodations for Pregnant and Parenting Pupils
- Adult Education
- After School Education and Safety
- Agricultural Career Technical Education
- Career Technical and Technical Education, Career Technical, Technical Training (state)
- Career Technical Education (federal)
- Child Care and Development Programs
- Compensatory Education

- Complaints of Discrimination, Harassment, Intimidation and/or Bullying of any protected group as identified in Education Code §§ 200 and 220 and Government Code § 11135, including actual or perceived characteristics set forth in Penal Code § 422.55, based on sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, immigration status, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by BMA which is funded directly by, or that received or benefits from, any state financial assistance
- Consolidated Categorical Aid Programs
- Course Periods without Educational Content
- Education and Graduation requirements of Pupils in Foster Care, Homeless Pupils, former Juvenile Court Pupils, and Pupils of Military Families
- Every Student Succeeds Act
- Local Control and Accountability Plans (LCAP)
- Migrant Education
- Physical Education Instructional Minutes
- Pupil Fees, which includes a purchase that a pupil is required to make to obtain materials, supplies, equipment or clothes associated with an educational activity
- Reasonable Accommodations to a Lactating Pupil
- Regional Occupational Centers and Programs
- School Plans for Student Achievement
- School Safety Plans
- School Site Councils
- State Preschool
- State Preschool Health and Safety Issues in LEAs Exempt from Licensing
- Any other state or federal educational program the State Superintendent of Public Instruction or the California Department of Education or designee deems appropriate

The UCP Annual Notice

BMA provides notice of this UCP on an annual basis. The notice addresses all students, employees, parents or guardians, school advisory committee members, appropriate private school officials or representatives (if applicable), and other interested parties. The notice includes information regarding allegations about discrimination, harassment, intimidation, or bullying. It lists all federal and state programs within the scope of the UCP. It lists the position at BMA who is responsible for and knowledgeable about processing UCP complaints. BMA's annual UCP notice is in English. If 15% or more of students enrolled at BMA speak a single primary language other than English, the annual notice will be provided in that language as well pursuant to Education Code § 48985.

Designation of Responsible Employee

Susan Croniser is the employee responsible for receiving, investigating and responding to UCP complaints (the "Responsive Employee"):

Susan Croniser
Bella Mente Academies
1737 W. Vista Way

Vista, CA 92083
760-621-8931
schroniser@bellamentecharter.org

In no instance will the Responsible Employee be assigned to investigate a complaint in which he or she has a bias that would prohibit him or her from fairly investigating or responding to the complaint. Any complaint against Responsible Employee or that raises a concern about Responsible Employee's ability to investigate the complaint fairly and without bias should be referred to BMA's Principal or other appropriate BMA official, who will determine how the complaint will be investigated.

BMA will ensure that the Responsible Employee (or designee) investigating the complaint is knowledgeable about the laws and programs at issue in the complaints. BMA may consult with legal counsel appropriate.

Confidentiality and Non-Retaliation

BMA will ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation or bullying remains confidential as appropriate.

Complaint Procedures

Step 1: Filing a UCP Complaint

A UCP complaint must be filed according to the procedures set forth herein.

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization, may file a UCP complaint. However, a complaint filed on behalf of a student may only be filed by that student or that student's duly authorized representative.

A complaint alleging unlawful discrimination, harassment, intimidation, or bullying may be filed by a person who alleges that he or she personally suffered unlawful discrimination, harassment, intimidation, or bullying, or by a person who believes that an individual or any specific class of individuals has been subjected to the same.

A UCP complaint is written and signed. If a complainant is unable to put his/her complaint in writing due to a disability or illiteracy, BMA will assist the complainant in the filing of the complaint. A signature on a UCP complaint may be handwritten, typed (including in an email), or electronically-generated. Complaints related to pupil fees and/or LCAPs may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance.

Complainants are encouraged, but not required, to use the appropriate complaint form(s), attached.

Complaints shall be filed with the Responsible Employee at the address provided herein. A pupil fees complaint may also be filed with BMA's Principal. The Responsible Employee will maintain a log of complaints and subsequent related actions to the extent required by oversight agencies.

Upon receipt of a complaint, the Responsible Employee (or designee) will evaluate the complaint to determine whether it is subject to this UCP and will notify the complainant within five (5) workdays if the complaint is outside the jurisdiction of this UCP.

The Responsible Employee (or designee) may also determine if interim measures are necessary pending the result of an investigation. If interim measures are determined to be necessary, the Responsible Employee (or designee) will consult with the Board President, Principal or designee, prior to implementing any such measures. The interim measures shall remain in place until the Responsible Employee (or designee) determines that they are no longer necessary or until BMA issues its final written Investigation Report, whichever occurs first.

Timing of Complaints and Investigation

A complaint alleging unlawful discrimination, harassment, intimidation, or bullying shall be filed no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred or the complainant first obtained knowledge of it. The time for filing may be extended by the Responsible Employee (or designee) for good cause upon written request from the complainant. Such extension shall be in writing and may not exceed ninety (90) days following the expiration of the six-month period.

All other complaints shall be filed no later than one (1) year from the date the alleged violation occurred (except for complaints regarding the education rights of foster youth per 5 C.C.R. § 4630.5). For complaints regarding LCAP, the date of the alleged violation is the date when BMA's governing board approves the LCAP or annual update.

Unless a UCP complaint is resolved through mediation as set forth below, BMA will investigate the UCP complaint and issue a written Investigation Report to the complainant within sixty (60) days from the date of receipt of the complaint, unless the complainant agrees in writing to an extension of time.

Step 2: Mediation (Optional)

The Responsible Employee (or designee) and complainant may mutually agree to mediation. Any BMA employee or member of BMA's Board who has not been involved with the allegations in the complaint may be assigned by the Responsible Employee (or designee) to serve as mediator. The mediator will arrange for both the complainant and BMA to present relevant evidence. The Responsible Employee (or designee) will inform the complainant that the mediation process may be terminated at any time by either BMA or complainant, in which case the complaint will proceed directly to an investigation. If mediation resolves the complaint to the

satisfaction of both parties, BMA will implement any remedial measures and the complainant may choose to withdraw the complaint. If mediation does not resolve the complaint to the satisfaction of both parties or within the parameters of law, the Responsible Employee (or designee) shall proceed with his/her investigation of the complaint.

The use of mediation does not extend BMA's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

Step 3: Investigation of Complaint

In order to investigate the complaint, the Responsible Employee (or designee) shall have access to applicable BMA records and/or information related to the complaint allegations. As part of his/her investigation, the Responsible Employee (or designee) will do all of the following, in any order:

- Provide an opportunity for the complainant or complainant's representative and BMA's representative to present information relevant to the complaint or investigative process.
- Obtain statements from individuals/witnesses who can provide relevant information concerning the alleged violation.
- Review documents that may provide information relevant to the allegation.
- When necessary, seek clarification on specific complaint issues.

Refusal by the complainant or his/her representatives to provide the Responsible Employee (or designee) with documents or other evidence related to the allegations in the complaint, or failure or refusal to cooperate or obstruction of the investigation, may result in dismissal of complaint because of a lack of evidence to support the allegation.

Refusal by BMA to provide the Responsible Employee (or designee) with documents or other evidence related to the allegations in the complaint, or failure or refusal to cooperate or obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

Step 4: Final Written Decision (Investigation Report)

The Responsible Employee (or designee) shall prepare and send to the complainant a written report of the investigation and final decision (the "Investigation Report") within sixty (60) days of receipt of the complaint, unless the complainant agrees to extend this date. BMA's Investigation Report shall be written in English and, when required by law, in the complainant's primary language.

The Investigation Report shall include:

- The finding(s) of fact based on the evidence gathered;
- Conclusion providing a clear determination as to each allegation as to whether BMA is in compliance with the relevant law;
- If BMA finds merit in the complaint, the corrective actions required by law;
- Notice of the complainant's right to appeal BMA's Investigation Report to the CDE, except when BMA has used its UCP to address a non-UCP complaint; and
- Procedures to be followed for initiating an appeal to the CDE.

In addition, any Investigation Report on a complaint of discrimination, harassment, intimidation or bullying based on state law shall include a notice that the complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.

An Investigation Report shall not include student information protected under the Family Educational Rights and Privacy Act (FERPA) or any private employee personnel information, including but not limited to the nature of the disciplinary action taken against a student or employee. If a student or employee is disciplined as a result of the complaint, the Investigation Report shall simply state that effective action was taken and that the student or employee was informed of BMA's expectations.

If BMA finds merit in a complaint regarding pupil fees, physical education instructional minutes, or LCAP, the remedy will go to all affected pupils and parents/guardians. BMA, in good faith, will engage in reasonable efforts to identify and fully reimburse all pupils, parents and guardians who paid any unlawful pupil fee within one (1) year prior to the filing of the complaint.

Appeal Process

A complainant may appeal BMA's Investigation Report by filing a written appeal within thirty (30) days of the date of the Investigation Report to the California Department of Education ("CDE"). This appeal to the CDE must specify and explain the basis for the appeal, including at least one of the following:

- BMA failed to follow its complaint procedures;
- Relative to the allegations of the complaint, the Investigation Report lacks material findings of fact necessary to reach a conclusion of law;
- The material findings of fact in the Investigation Report are not supported by substantial evidence;

- The legal conclusion in the Investigation Report is inconsistent with the law; and/or
- In a case in which BMA found noncompliance, the corrective actions fail to provide a proper remedy.

The appeal must be sent to CDE with: (1) a copy of the locally filed complaint; and (2) a copy of BMA's Investigation Report.

Appeals of decisions regarding discrimination, harassment, intimidation, and/or bullying, and regarding provision of accommodations to lactating students should be sent to:

California Department of Education
Education Equity UCP Appeals Office
1430 N Street
Sacramento, CA 95814
916-319-8239

Appeals of decisions regarding LCAP should be sent to:

California Department of Education
Local Agency Systems Support Office
1430 N Street
Sacramento, CA 95814
916-319-0809

Appeals of decisions regarding pupil fees or all other educational program complaints should be sent to:

California Department of Education
Categorical Programs Complaints Management Office
1430 N Street
Sacramento, CA 95814
916-319-0929

The CDE may directly intervene in the complaint without waiting for action by BMA when one of the conditions listed in Title 5, California Code of Regulations, § 4650 exists, including cases in which BMA has not taken action within sixty (60) days of the date the complaint was filed with BMA. A direct complaint to CDE must identify the basis for direct filing of the complaint, which must include evidence that supports such a basis.

Civil Law Remedies

A complainant may pursue available civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders.

Uniform Complaint Procedures Form

Bella Mente Academies has primary responsibility to ensure compliance with applicable state and federal laws and regulations and shall investigate and seek to resolve complaints in accordance with the Uniform Complaint Procedures Policy (UCP). Please complete this form, providing as much information as possible and attaching any applicable supporting documentation, to assist in the investigation of your complaint.

Information

NAME OF THE COMPLAINANT	ADDRESS
EMAIL ADDRESS	TELEPHONE NUMBER
COMPLAINANT WILL NEED THE ASSISTANCE OF AN INTERPRETER <input type="checkbox"/> No <input type="checkbox"/> Yes (<i>specify the language to be spoken by the interpreter</i>)	
COMPLAINANT IS A: <input type="checkbox"/> Student <input type="checkbox"/> Parent/Guardian <input type="checkbox"/> Employee <input type="checkbox"/> Public Agency <input type="checkbox"/> Organization	
THIS COMPLAINT IS BEING FILED ON BEHALF OF: <input type="checkbox"/> Myself <input type="checkbox"/> A student (not the complainant named above) <input type="checkbox"/> Other (<i>specify</i>)	
DATE OF ALLEGED VIOLATION	SCHOOL OF ALLEGED VIOLATION

Basis of Complaint

For allegations related to any of the following programs and activities subject to the UCP:

- | | |
|--|---|
| <input type="checkbox"/> After School Education and Safety
<input type="checkbox"/> Child Care and Development
<input type="checkbox"/> Child Nutrition
Consolidated Categorical Aid
<input type="checkbox"/> Discrimination, Harassment, Intimidation, and/or Bullying
<input type="checkbox"/> Education for Foster Youth, Homeless Youth, Former Juvenile
Court School Students, or Military Dependents
<input type="checkbox"/> Every Student Succeeds Act (Titles I-VII) | <input type="checkbox"/> Local Control and Accountability
Plans (LCAP)
<input type="checkbox"/> Migrant Education
<input type="checkbox"/> Pupil Fees
<input type="checkbox"/> School Plans for Student
Achievement
<input type="checkbox"/> School Safety Plan
<input type="checkbox"/> School Site Councils
<input type="checkbox"/> Other: _____ |
|--|---|

For complaints alleging discrimination, harassment, intimidation, and/or bullying, indicate the actual or perceived protected characteristics upon which the alleged conduct is based:

- | | | |
|--|--|--|
| <input type="checkbox"/> Race or ethnicity
<input type="checkbox"/> Color
<input type="checkbox"/> Ancestry
<input type="checkbox"/> Nationality
<input type="checkbox"/> National origin
<input type="checkbox"/> Immigration status
<input type="checkbox"/> Ethnic group identification | <input type="checkbox"/> Religion
<input type="checkbox"/> Age
<input type="checkbox"/> Marital status
<input type="checkbox"/> Pregnancy
<input type="checkbox"/> Parental status
<input type="checkbox"/> Physical or mental disability
<input type="checkbox"/> Other _____ | <input type="checkbox"/> Sex
<input type="checkbox"/> Sexual orientation
<input type="checkbox"/> Gender
<input type="checkbox"/> Gender identity
<input type="checkbox"/> Gender expression
<input type="checkbox"/> Genetic information |
|--|--|--|

FOR OFFICE USE ONLY

Date received _____ Received by _____ Title _____

Investigator _____ Outcome _____

Final written decision sent to complainant on _____ Appeal filed with CDE? ☐ Yes ☐ No

Details of the Complaint

Please answer the following questions to the best of your ability. If you mention names, please also identify who they are (i.e. student, staff, parent, etc.). Attach additional pages, if necessary.

Provide the **facts** about your complaint:

List the **people** involved or impacted:

List any **witnesses** or individuals who may have knowledge of the alleged acts:

Provide and/or describe the specific **location(s)** where the incident(s) occurred:

List the **date(s) and time(s)** when the incident(s) occurred or when the alleged acts came to your attention:

Describe any **steps** you have taken to resolve this issue before filing the complaint. If applicable, list names and titles of school staff you have contacted:

Do you have any **written documents/ evidence** that may be relevant/ supportive of your complaint?

- ☐ No ☐ Yes, copies of the documents/evidence are attached to this complaint

Signature of Complainant _____ Date _____

Bella Mente Academies shall take steps to protect complainants from retaliation. Please file this complaint form and any additional documents in person, by mail, or via email with the following:

Susan Croniser
Bella Mente Academies
1737 W. Vista Way
Vista, CA 92083
scroniser@bellamentecharter.o

California Charter Complaint

California *Education Code* Requirements

California *Education Code* (EC) Section 47605(d)(4)

(https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=47605&lawCode=EDC)

states the following:

- A charter school shall not discourage a pupil from enrolling or seeking to enroll in a charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the following characteristics:
 - Academically low-achieving
 - Economically disadvantaged (determined by eligibility for any free or reduced price meal program)
 - English learner
 - Ethnicity
 - Foster youth
 - Homeless
 - Nationality
 - Neglected or delinquent
 - Race
 - Sexual orientation
 - Pupils with disabilities
- A charter school shall not request a pupil's records or require the parent, guardian, or pupil to submit the pupil's records to the charter school before enrollment.
- A charter school shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason (except for suspension or expulsion).
- This notice shall be posted on a charter school's Internet website and a charter school will provide copies of this notice (1) when a parent, guardian, or pupil inquires about enrollment; (2) before conducting an enrollment lottery, and (3) before disenrollment of a pupil.

Complaint Procedures

In order to submit a complaint, complete the Charter School Complaint Form and submit the form to the charter school authorizer, electronically or in hard copy, to the following location:

**Vista Unified School District
1234 Arcadia Avenue Vista, CA 92084**

superintendentsoffice@vistausd.org (760) 726-2170

Name: _____ Email Address: _____
Mailing Address: _____
Date of Problem: _____ Phone Number: _____
Charter School (include address): _____

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

California *Education Code (EC)* Section 47605(d)(4) allows a parent or guardian to submit a complaint to the charter school authorizer when a charter school discourages a pupil's enrollment, requires records before enrollment, or encourages a pupil to disenroll. Please identify the basis for this complaint below, with specific facts, which support your complaint.

Basis of complaint (check all that apply):

- ☐ Pupil was discouraged from enrolling or seeking to enroll in the charter school.
- ☐ Records were requested to be submitted to the charter school before enrollment.
- ☐ Pupil was encouraged to disenroll from the charter school or transfer to another school.

Please provide further details:

Please file this complaint with the authorizer of the charter school listed on the preceding page electronically or in hard copy

Bella Mente Montessori Academy Attendance Policy

Absence, Tardiness/Late Arrivals, and Early Departures

At BMMA, attendance is a priority and is crucial to your child's academic success. BMMA is a school of choice. Families who actively choose to enroll their children in Bella Mente Montessori Academy have opted for an educational program, with all of its rich researched-based Montessori materials, lesson presentations and experiential learning. This cannot be duplicated outside the classroom environment, which makes your child's daily attendance even more critical for success.

Absence from school hurts not only the student but also the class. The success of the Montessori environment relies partly upon the strength of the learning community that is developed. When the student is not in school, (s)he is missing out on critical classroom experiences, and the student's classmates are missing out on her/his contributions to the classroom community.

As illustrated in the Academic Overview portion of this handbook, ***all portions of the school day are equally important to the student's growth and mastery of learning***. When students are late to school, they create classroom interruptions which in turn result in an unsettling experience and loss of learning for the student and her/his classmates. Early departures can also adversely impact the student's success and ability to be a contributing member of the learning community.

Finally, California is a compulsory education state. State law requires parents/guardians of children ages 6 to 18 to send their children to school, unless otherwise exempt by law. Parents who fail to meet this obligation may cause their student to be classified as truant. The school reports trancies to the School Attendance Review Board (SARB) established by the County Office of Education in the student's geographical district of residence. In extreme cases of truancy, the county SARB may request intervention and prosecution through the District Attorney's office, as well as possible involvement of Child Protective Services.

BMMA acknowledges the need for family time and for times of rest and rejuvenation. The administrative team has taken this into account in planning the school calendar and has included well-considered break times throughout the year. ***Please refer to the school calendar as a planning guide so that your child is able to be in school each day and receive the maximum benefits of regular participation in his/her Montessori classroom.***

If a family circumstance arises which impacts your child's ability to be at school, please let your child's teacher or principal know so we can work on a plan to support you and your child during this time.

Bella Mente offers temporary Intendent Study. Please make an appointment with your teacher for more information please email IS@bellamentecharter.org.

Whether the absence is excused or unexcused, the state only provides daily funding to the school if a student is actually at school. With that said, below is a summary of BMMA policies regarding absences, tardies, and early departures from school:

Reporting Absences:

All absences and late arrivals must be called in by a parent/guardian prior to the start of the instructional day.

When arriving late or departing early, the parent/guardian must sign in through the school office and obtain a tardy slip to admit the child to class or an early release slip to indicate to the teacher that you have already signed the child out for the day. Once the child has been signed in, the child may proceed to class. To limit classroom disruption, once a child has been signed out, an office staff member will send for your student to meet you at the office.

Please note that BMMA maintains a closed campus. Students *must* be signed in and out by a parent or guardian or by a responsible adult who has been pre-designated by the student's parent/guardian. BMMA cannot allow children the liberty to leave campus during the instructional day without properly designated adult accompaniment.

Excused Absences:

Excused absences are defined as:

- Student illness: A child is too ill to attend school if he or she has a contagious condition, a temperature of over 100, symptoms of vomiting or diarrhea, or written orders from a doctor to stay at home. If the child is ill 3 days or more, the school may require a note from a physician documenting the child's illness and the necessity of having the child stay home from school. Illness of *other* family members does not result in an excused absence for the student.
- Health/medical quarantine as may be designated by the school, county health department or medical professional.
- Medical appointments or services lasting all day.
- Failure to provide proof of immunization for school enrollment.
- Attending the funeral of an immediate family member to include the student's parent or legal guardian, sibling, grandparent, or any relative living in the household of the student. In such circumstances, one day is allowed; or three days are allowed for travel outside of a 300 mile radius of the child's home residence.
- Observance of a religious holiday or ceremony; or participation in certain kinds of religious exercises for a limited number of days per month when documented by a signed and pre-approved request for absence under this provision. Request shall be submitted in writing to the school principal for pre-approval. Principal shall have discretionary authority to consider the maximum allowable days of excused absences under this provision to include consideration for the student's total absences and student's academic performance. Attendance at religious retreats shall not exceed four hours per semester.
- Excused tardies are only designated for medical or dental appointments that cannot be scheduled outside of school hours.

All other absences or late arrivals are classified as unexcused, even if the parent notifies the school.

Whenever possible, parents are encouraged to schedule medical/dental appointments and family business during intersession periods, school holidays, and other non-school times. In the event an absence from school cannot be avoided, the best course of action is to stay in close communication with your child's teachers, and provide an opportunity for the child to make up any missed assignments.

Verification of Illness

The statewide average absence rate for typical childhood illness is 5 days per school year. **Anytime a child has a doctor's appointment and/or documentation that requires the child to stay home from school, documentation must be provided to the school office when the student returns to school. These absences will be recorded as "verified" and will be taken into account when reviewing the child's total attendance record.**

Students who are ill in excess of school guidelines may be required to bring verification of illness from a medical professional on their return to school for successive absences. If the child is under the regular care of a physician for a serious or chronic condition or is directed to stay home by a medical professional, verification is to be provided to the school office at the time of the absence. Absences for excessive illnesses that are not verified with official documentation will be marked unexcused and may subject the student and/or parents to truancy review.

Chronic Illness

Personal illness which recurs on a frequent basis will require a doctor's certification.

If your child has a diagnosed chronic illness, you must provide a physician's authorization in order for these recurrent absences to be excused. Such authorization requires the treating physician to verify the diagnosis and list symptoms that would require the child to stay home from school but not necessitate an office visit. With this authorization, the parent may send a note when the child returns to school listing one or more of the symptoms identified by the physician's report. These absences will be considered verified. Please contact a campus administrator or the data entry clerk for additional assistance.

Missed Assignments and Tests

A student who is absent from class or scheduled instructional activities for allowable reasons may complete missed assignments or tests that can be reasonably provided and will not have his/her grade reduced or lose academic credit if the assignments or tests are satisfactorily completed within a reasonable period of time. In some cases, the teacher shall determine a reasonable equivalency in the tests and assignments provided, but not necessarily identical to, the tests and assignments that the student missed during the absence.

Excessive Absence/Truancy Notification

While BMMA maintains high expectations for student attendance, we also recognize that students may miss a few days/hours during the school year due to illness or family emergencies. For this reason, BMMA has established guidelines for satisfactory student attendance. In the

event that students fall short of these guidelines, written attendance letters will be sent to the student's parent/guardian.

These letters are to reinforce the parent/guardian's awareness of potential attendance problems and represent the first steps in the attendance review process. Subsequent portions of this process may include mandatory parent/teacher/principal conferences. If these remedies remain unsuccessful, the parent/guardian may be scheduled to meet with BMMA's administration and/or appear before the school's Attendance Review Committee, consisting of the Executive Director (or Designee), the BMMA principal, and other pertinent staff. A law enforcement representative may be included at the discretion of the Executive Director or Designee.

Attendance guidelines have been established as follows:

Unexcused Absences:

- If a student incurs 3 unexcused absences, the parent/guardian will receive a letter documenting the child's attendance.
- Upon incurring the 5th unexcused absence, the parent/guardian will receive a second letter documenting the child's attendance and will request an appointment with the child's administrator to discuss the child's continued absence and develop an attendance improvement plan for the student.
- Upon incurring the 7th unexcused absence, the parent/guardian will receive a third letter documenting the child's attendance. Upon recommendation of the principal, BMMA's Executive Director or Designee will become involved in the review of student attendance, which may include a meeting with the student's parents/guardians.

Total Absences (excused for illness or unexcused):

- Once a student incurs 5 total absences, an initial letter will be sent to parents/guardians alerting them to their child's attendance record. The letter will request that parents/guardians contact their child's teacher to discuss the reason for these absences and to develop a plan for attendance improvement.
- After incurring 10 total absences, a second letter will be sent to parents/guardians requiring a meeting with an administrator. A plan will be established to improve the student's attendance, and any subsequent absences for illness will require a doctor's verification.
- The Principal can, at any time, request consultation and intervention by the Executive Director or Designee for habitual absence or truancy issues.

Excessive Late Arrivals or Early Departures

As indicated throughout this section, attendance is an issue BMMA takes very seriously. Students who are regularly arriving late to school or leaving early are also at risk of poor academic performance. For students who are habitually missing a portion of the instructional day, notification letters will be sent as outlined above, following the thresholds outlined below:

- Students incurring 5 tardies and early departures will receive a letter requesting a meeting with the child's teacher.

- Students incurring 10 tardies and early departures will receive a letter requesting a meeting with the child's administrator.
- Students incurring the 12th tardy will generate the need for a review of parents' attempts to implement the attendance improvement plan as outlined by parents, teacher and principal. Upon recommendation of the Principal, BMMA's Executive Director or Designee will become involved in the review of student attendance, which may include a meeting with the student's parents/guardians.

Families are also reminded that the Montessori curriculum embraces a wide variety of integral subject matter and teachers spend a significant amount of time to ensure that all portions of the school day are equally important to the student's growth and mastery of learning. When a student leaves early, the student is missing out on integral learning experiences which adversely impact the student's success and her/his ability to be a contributing member of the learning community.

Accordingly, if a student develops patterns of early departure, parents will be scheduled to meet with the teacher, Principal, BMMA Executive Director or Designee and/or attendance improvement team to develop an attendance improvement plan.

Again, our goal is to have your child in school for each full day of instruction.

Students Classified as Truant

Section 48200 of the Education Code of the State of California, states that it is the responsibility of the parents/guardians to see that their children attend school regularly and on-time. Section 48200 is the law, a part of the contract between home and school, and a component of BMMA's promotion policy. Parents/Guardians violating 48200 may be subject to prosecution by the District Attorney.

Formal Written Notice

When a student's percentage of attendance falls below 90% at any point after the 60 days of school, the parent/guardian may receive a Formal Written Notice alerting them to their student's attendance record and follow-up requirements.

Options for Students Unable to Attend School

Students who are unable to attend school for an extended period of time due to serious injury or illness may be eligible to receive individualized academic assignments during the period of absence when approved in advance by both Principal and Executive Director. Please note that attendance credit is not issued and the sole focus of such assignments is to support the student to stay current on his/her academic studies. The principal may request verification of students' condition by a physician. Students with mental health conditions must present verification from a physician *and* a treatment plan from their therapist. In such cases of medically related extended absence, the Principal and the Executive Director will meet with the parent(s)/guardian(s) to determine the appropriateness of long-term individualized assignments (5 days or more of foreseeable absence).

Children who are absent due to shorter term illness should rest and recuperate so that they may return to school as soon as they are able. When reasonable, parents are encouraged to work with teachers to support the student's completion of missed work within a practical period of time.

While families are asked to arrange for vacations and non-medical absences during school intersessions, holidays, and other non-school periods, if you know your child must be absent, please contact the teacher or principal in advance to place your child in a temporary Independent Study.

If your child is regularly unable to attend school or participate in scheduled classroom activities for reasons that are not health related, a conference should be scheduled between parent and principal to determine if BMMA is the most appropriate academic placement for your student.

Attendance Questions or Assistance

We appreciate the opportunity to meet with you at any time to discuss any concerns or questions you may have about your child's attendance.

It is the goal of BMMA to team with families to support each child's academic success. Daily attendance is a key component to this success and sends a message to your child that their education is a priority and is valued.

Student Health and Safety Policies

Immunization Records and Health Exams

As a public school, Bella Mente Montessori Academy is required by law to have a copy of immunization card (applicable for all students) and a signed Physician's Form (applicable for 1st grade students only) on file for each enrolled child.

During enrollment and prior to the first day of school, a copy of the child's immunization record is to be presented to the BMMA office staff. This record will be kept in the child's cumulative academic file.

The California Department of Health and Department of Social Services requires all students to receive polio, measles, mumps, diphtheria, pertussis, tetanus, hepatitis B, varicella, and rubella immunizations.

A pupil who, prior to January 1, 2016, submitted an affidavit on file at a private or public elementary or secondary school, child day care center, stating beliefs opposed to immunization shall be allowed enrollment until the pupil enrolls in the next grade span.

A physician's statement of health (Report of Health Examination for School Entry) is also required prior to the child's **initial enrollment in a public school**. This physician's report form is included in the annual enrollment packet and only needs to be filed once.

Families who need assistance with the cost of these enrollment requirements may inquire with their county health department for dates of immunization and exam clinics in their area. Information on county health programs is included in your enrollment folder.

The following is a summary of health guidelines that the school is required to abide by:

It is the policy of Bella Mente Montessori Academy to allow students to attend school when they have minor allergies.

Any contagious illnesses and/or a fever of 100°F or higher require the student to be absent from school. The child must remain fever-free for twenty-four hours prior to returning to school. *Contagious illnesses require that the student has been on an approved course of medication for at least twenty-four hours prior to returning to school along with a doctor's note indicating that the student is no longer contagious and is ready to return to school.* Please be conscious of these policies and take the other children and staff into consideration in this regard.

Please call the school if your child will be absent. If it appears your child may have a lengthy illness, please notify the school office as soon as possible, and obtain a doctor's note to be kept with the attendance records.

Please contact the office as soon as possible if your child is diagnosed with any communicable diseases. These include: chicken pox, strep infections, influenza, head lice, fifth's disease, and/or conjunctivitis. Our school will notify the other parents to be aware of symptoms related to these diseases. This is the most effective method of preventing/limiting a potential outbreak of illness.

Your child may be sent home in the event lice or nits (eggs) are found. Instructions will be given to you for treatment of the lice as well as procedures to follow to clear the home of any infestation. Your child may return to school only if there are no lice (alive) present. Before being admitted back to class, please bring your child into the school office for a re-check.

In the best interest of your child and of all the other BMMA students and staff, if health issues or symptoms of communicable illness or infection are observed in your child at school, you will be notified immediately and will be asked to pick up your child. In this instance, the student may not return to school until a medical practitioner has treated such symptoms or until the student has been symptom free for at least twenty-four hours. If it appears your child may have a lengthy illness, please notify the school administration as soon as possible.

Notify your child's teacher if your child(ren) is/are taking medication only at home. This will enable the teacher to act accordingly in case of allergic reactions or other side effects at school. Should either of these events occur at school, parents will be notified immediately.

This is just a brief summary of student health policies. BMMA has developed a comprehensive policy to address student health issues. If desired, please ask for detailed information at the school office.

Medications Administered at School

Any child taking prescription medications must have an approval form signed by their physician detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and a written statement from the parent/guardian indicating the desire that the school assist the student with administering the medication before bringing the medication to school. The prescription medication must be in the original container with the child's name and directions clearly labeled.

All medications must be collected from the office by the end of the school year unless the student is enrolled for the summer intersession. Medication approval forms are available in the office.

California Safety Laws

For safety reasons, if your child is under the age of 8, she/he is required by California State law to be transported in an **approved child safety restraint seat**. Please take the time to ensure the safety of each child in your car, as well as your own, by buckling up.

Various agencies offer car seat safety clinics to check for the proper installation of child safety seats in your vehicle. Often, approved safety seats are available at these events, at a reduced cost or even free of charge. In contrast, the Highway Patrol fines individuals for each unbelted individual in the car. If you have financial difficulty complying with these requirements, contact your local Highway Patrol office. There are funds available to assist families in meeting this requirement.

For those students who may ride their **bicycles** to and from school, **helmets are required**. Please discuss this with your child along with other pertinent safety topics. Be safe, not sorry!!

Nutritional Health

A daily balanced diet is essential to every child's physical, mental, emotional, and physiological needs. If a child comes to school hungry or improperly nourished, the child will have difficulty concentrating on her/his schoolwork. Please make every effort to provide your child with healthy and nutritionally balanced meals for the best possible day!

Breakfast is essential. Be sure that your child begins each morning with a healthy and nutritionally balanced meal to provide the brain energy that he/she will need for the activities of the day. If your child is unable to eat breakfast at home, you are welcome to pack a HEALTHY breakfast for her/him to eat at school prior to the start of class time. A good suggestion might be cereal and fruit in a Tupperware sealed bowl, or fruit juice in a sealed cup and toast, etc. Some of the major food companies are now making "milk and cereal bars" which are relatively low in sugar and surprisingly high in protein. Read labels, be creative, and your child will eat with more interest!

Snacks and ***Lunch*** are the parents' responsibility. Please plan to send a bag or lunch box with your child each day, and make sure to label all containers to be taken home with your child's name. School Lunch is also available for pre-purchase by parents. Information is available in the office.

When preparing your child's lunch and snacks, please make every effort to send items that the child can eat easily, can open and/or close relatively easily and independently. Lunch must be something that can be eaten without heating.

Please avoid sending junk food and highly processed food items. These food choices are usually loaded with refined sugar or fat and offer little or no nutritional value. During school, students need "brain food". Stick to items that are as close as possible to their natural state: fresh fruits and vegetables, whole grains, seeds, nuts, dairy products and proteins. Limit juices and juice drinks. Even 100% juice, consumed in excess provides too much sugar for a young child's dietary health and results in an afternoon "low" as the child's blood sugar attempts to balance back out. Instead, opt for a bottle of water or milk that can be kept fresh with a cold pack or in a thermos.

We believe that monitoring the intake of these types of highly processed, non-nutritive foods will provide the child with a better ability to concentrate. If you think that these types of foods are appropriate, please save them for the home environment.

Both school-provided breakfast and lunch will continue to be free for this school year. A sign-up process is in place in order for the school to have enough meals. Please sign up each week should you choose this free breakfast and lunch option.

Health Food Guidelines

Good nutrition is key in helping children grow and learn. BMMA revised the Local School Wellness Policy in 2017 and the Board of Directors passed the revision to ensure the policy is practiced schoolwide.

ALLOWABLE FOODS ON CAMPUS

- **Fruit-** such as apples, pears, plums **Vegetables-** such as carrots, celery, jicama
- **Dairy Food-** such as Real cheese, 1% milk, soy milk or non high-fat dairy foods
- **Proteins-** such as nuts, seeds, eggs, legumes, low-fat cheese
- **Whole grain food-** grains such as wheat, corn, rice, barley, oats, quinoa, and rye. Should be eaten in their "**whole form**". Products should list whole grain food first, be at least 51% or have a whole grain stamp.

NON-ALLOWABLE FOODS ON CAMPUS

Sodas, Sports Drinks, Caffeinated Beverages

Fried Chips

Sugary Desserts, Popsicles, Candy

Registration and Enrollment for Bella Mente Montessori Academy

As a public charter school, BMMA is a school of choice, and eligibility for enrollment is based on California residency, not on district-of-residence boundaries.

As a public school, BMMA follows state requirements for Transitional Kindergarten/Kindergarten and First Grade admission. ***Transitional Kindergarten children must be 4 years old of age before September 2nd the year they enter school.***

In California, TK/Kindergarten is not compulsory (mandatory), though it does help prepare children for elementary school. BMMA does not administer TK/Kindergarten readiness assessments prior to enrollment. All assessments are conducted by the teacher, at the time the student begins, to establish the creation of the student's individual learning plan. (See Academic Overview) If you have questions about your child(ren)'s readiness for Kindergarten, please contact BMMA.

BMMA seeks a diverse student population from the local area surrounding the school campus. Enrollment is available to those who understand and value BMMA's mission and are committed to BMMA's instructional and operational philosophy. As a California public school, admission to qualified applicants is determined by lottery at the end of the open enrollment period.

New Enrollment will be carried out using the following guidelines:

1. Parents interested in enrollment may be invited to tour the BMMA campus and participate in an orientation that details the purpose, goals, and objectives of our school. The orientation will include an explanation of Montessori philosophy and methodology and how parents can best support their child(ren) in the learning process. This tour and orientation is to provide families with an opportunity to decide if our school appears to be an appropriate match for their child(ren).
2. Families who wish to continue into the final stages of the enrollment process are required to read and complete the enrollment packet prior to enrollment.

BMMA is committed to the academic success of its students and readily acknowledges that Montessori education is not necessarily the perfect match for every student. BMMA encourages parents to recognize that there are other educational approaches that may be more effective for

some students. By attending an informational tour and observing in a classroom, parents and guardians will be better informed to make the best choice for their child(ren).

Re-enrollment for current BMMA families is completed in late winter prior to the open-enrollment lottery. Siblings of currently enrolled students will be given priority in the lottery.

Classroom Placement Policies and Procedures

It is the goal of BMMA to place each student in the most appropriate learning environment to fit his/her needs academically, socially, and emotionally. In addition, care is taken to balance classes by grade/age and gender. Information and recommendations from teaching staff is utilized to balance these needs within the classrooms. Although we would like to facilitate parent request for a specific classroom or teacher, the complexity of this process prohibits us from taking these requests.

Student Policy for Promotion/Retention

Montessori instruction accommodates the varying interests and academic development of individual students. Students will progress each year by completing the Montessori and State Standard curriculum necessary to support their success at the next grade level.

When considering promotion (accelerating a student an additional grade level), the child's social and emotional growth is to be taken into consideration. Parents, teachers, and the principal will determine if this is the best course of action for the student by using criteria such as intellectual maturity, academic achievement, including standardized testing, physical, social, psychological, and emotional considerations.

Retention (remaining at the same grade level for a second year) is an action that may be taken to assist a student to be more successful in their learning. Risk for retention should be identified as early in a child's school career as possible. As soon as identified, the teachers and principal should begin interventions to assist the student in areas of concern. Parents should be included in this discussion as early in the school year as possible.

Students are to be identified for retention or promotion on the basis of:

- Academic achievement and standardized testing
- Physical, social, psychological, and emotional considerations
- Special needs
- Information provided by teacher(s), parents, or guardians

The demonstration of individual student learning is to be measured by, but not limited to, the following:

1. Student grades in Reading/Language Arts and Math (more than one grade level above / below)
2. Assessments in Reading/Language Arts and Math (more than one grade level above / below)
3. State testing scores in Language Arts and Math (assessing below or far below standards in all subject levels / assessing at or above standards in all subject areas)
4. Writing Assessment

5. The meeting of the intervention goals determined by the Student Study Team (SST)

English Learners

English Learners, determined through the ELPAC testing process (California's English language proficiency assessment), could be considered "at risk" based on the challenges they face in acquiring mastery of subject areas in English. English Learners should be provided with supplemental instruction as a key intervention to ensure that they will eventually attain grade-level proficiency. Decisions regarding the promotion or retention of English Learners require special consideration. Following the supplemental instruction for the English Learner, if it is determined through the SST process that the student would benefit from retention, the above determinations and process will be followed.

Special Education

Students with physical and/or mental disabilities which interfere with the major life activity of learning are provided protections under Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA). Their educational opportunities will be affected by the development of accommodation plans intended to mitigate the effects of the disability on educational performance.

Students whose physical, mental, or learning disabilities are provided protection under the Individuals with Disabilities Education Act (IDEA) have their educational needs supported through Special Education (specially designed instruction) and related services (services which enable them to benefit from their Special Education program).

Modifications of curriculum and the grading rubric are to be utilized for students on an IEP (Individualized Education Program). Accommodations put in place for students who have a 504 Plan or are in Special Education are not used when considering retention of the student.

Retention may be considered for students on a 504 Plan or IEP if the academic, social, and emotional needs of the student would benefit from the repetition of a grade. The IEP or 504 team would make the recommendation for retention.

Appeals Process

When the recommendation for retention or promotion is not agreed upon by the parents/guardians, they have the right to appeal to the BMMA Governing Board after first bringing their appeal to the Principal and Executive Director. The principal will provide the Executive Director and/or Governing Board documentation regarding the recommended promotion or retention to include, but not limited to, testing and assessment results, report cards, and SST meeting notes.

Field Trip Policies and Procedures

Field trips are an essential component of the Montessori curriculum. Students are given the opportunity to utilize knowledge gained in the classroom and apply it through experiences in the greater community. Field trips are age appropriate and are linked to the curriculum as much as

possible. It is not unusual for an elementary or middle school class to attend a field trip approximately once every six weeks.

Field Trip Participation, Costs and Payment Options:

Student behavior may be a factor in deciding if a child is to participate in a field trip. Parents will be contacted in advance to discuss any issues and to determine other options.

Parents who do not wish for their child to attend a particular trip should discuss their reasons with the teacher, as the purpose of the field trip is to expand on the students' academic experience. Any child not participating in a field trip must attend school that day. The teacher will arrange for your child to do their work in another classroom.

All students are to have equal access to the field trips as a part of the curriculum.

Permission Forms:

Approximately one month prior to a field trip, parents will receive a permission form which states the destination, total suggested donation to the school, and other pertinent information.

Due dates for permission slips are to be strictly enforced, and a child will not be permitted to attend the outing without a signed form. Parents/guardians unable to drive their own child on the field trip are required to leave an appropriate car seat if their child is 8 years of age or younger.

The educational experience of the field trip is always to be emphasized over a commercial one. However, in some instances, bringing spending money may be appropriate and will be stated as such on the permission/ information sheet.

Parent Participation on Field Trips:

Parent/guardian participation plays a key role in the success of field trips. Voluntary fundraising is encouraged to help offset the cost of some trips, and parents are asked to drive students and assist with chaperoning. All adults attending field trips must fulfill screenings to ensure the safety of the children.

Please note that any adult without these clearances may not attend the field trip, and they must be on file in the campus office:

- Cleared Live Scan fingerprint report from the Department of Justice for Bella Mente Montessori Academy (to be completed only once)
- Cleared TB test result (required every four years)
- Attendance at the Parent Education session: "7 Habits of Highly Effective Volunteers"

In addition, the following is also required for parents/guardians driving students:

- Proof of Insurance: due at the beginning of each school year or at time of renewal for all drivers, including parents driving their own child. When driving other children, a \$100,000/\$300,000 liability per person/occurrence is required. (Note: many insurance

companies will charge a minimal fee for increasing the liability amount for one day). A parent driving only their child must show proof of insurance meeting the California legal liability limits.

- Copy of valid Driver's License: due at the beginning of each school year for all drivers.
- Copy of Vehicle Registration: due at the beginning of each school year for all drivers.
- DMV 10 Year Driver's History Report: due at the beginning of each school year for all drivers, including those who will only be driving their child. Reports indicating past violations will be sent to BMMA Central Administration for review and for a decision on parent driver eligibility. (Note: On-line DMV and insurance company reports are not certified and cover only 5 years; therefore these do not meet BMMA requirements.) Your DMV record is available to you during normal working hours. You may obtain a report by:
 - Visiting your local DMV office (make an Appointment for faster service)
 - Completing a Request for Driver Record Information form INF 1125
 - Showing identification
 - Paying the fee

Drivers will be given a Field Trip Packet with student information, directions and other pertinent information for the trip, and a list of all field trip policies and procedures. **We ask that drivers read this packet carefully to avoid any misunderstandings.** **Note:** Student information is confidential and should only be accessed in the event of an emergency.

Teachers are responsible for oversight of the entire group and for facilitating the excursion.

Adults participating in the field trip are asked to assist wherever needed and are expected to chaperone the group of students they have driven, as well as be aware of safety concerns for all students. Drivers must drive directly to and from the field trip destination. Stops for food, gasoline (except in the instance of a long distance trip), and other activities outside of the trip itinerary are not permitted. Personal errands are not permitted at any time.

BMMA policy states that only movies rated "G" may be shown without parental permission. Parents with DVD players in their vehicles are therefore asked to follow this policy when driving on a field trip.

Parents are asked to avoid discussing students with others. Discipline issues should be brought to the teachers' attention for appropriate follow-through. Other concerns regarding the field trip should be brought to the teacher or campus principal.

Chaperone Responsibilities & Expectations:

These enriching field trips would not be possible without the support of our parent chaperones. It is a responsibility that should be taken very seriously, as chaperones are responsible for the safety of other children.

Being safe on a field trip means:

- Chaperones are expected to have supervision over their designated group at all times. In the event a parent needs to take a break, to use the restroom for example, another cleared chaperone should be asked to watch their group during that time.

- Chaperones are asked to be aware of all BMMA students on the trip. The safety of the children is everyone's responsibility. On overnight trips, chaperones are expected to have supervision of their group during all waking hours. Chaperones should be available to assist with a student or students in the event of an issue or emergency during the night and be capable of alerting the classroom teacher if necessary.
- No alcohol is to be consumed for the duration of the field trip. If a chaperone is taking prescription or non-prescription medication that would alter a person's state of being, the chaperone is required to inform the teacher prior to the trip. In some instances, this may prohibit a parent from chaperoning on the trip.

Being Respectful on a field trip means:

- Follow the lead of the teacher and model appropriate behavior at all times.
- Treat all students with grace and courtesy.
- Confidentiality must be observed at all times.
- Adults are to dress appropriately for the trip: proper foot wear, properly fitting clothes that are neither too tight nor too loose and that cover the body adequately.

Siblings:

As stated previously, field trips are an important part of the educational experience. Field trips are grade level and curriculum specific, and children anxiously await their opportunity to attend these special events. For this reason, we ask that siblings attending BMMA not be included in their sister or brother's field trip experience. Although it may be enjoyable to attend an extra field trip, attendance in his/her own class is of utmost importance. Prior approval may be granted by the principal and executive director for extenuating circumstances two weeks or more before the occasion. Siblings not attending BMMA may be granted permission to attend based on the appropriateness of the event. Please keep in mind when deciding to participate in a field trip that handling a younger child may be a detriment to proper supervision of the students.

Information Technology / Electronic Resources

Current technology is modifying the way in which information is accessed, communicated, and transferred. These changes may also alter instruction and student learning. BMMA offers students access to technologies that may include electronic mail (through Internet access), Internet connections, and equipment, such as computers and multimedia hardware, in the technology work area of the classrooms.

With the access to computers comes the availability of materials that may not be considered appropriate in the classroom. On a global network it is nearly impossible to control all materials available. Ultimately, the school staff, parents, and guardians of minors are responsible for setting and conveying the standards that students should follow when using these technology resources. BMMA supports and respects each family's right to decide whether or not to allow their student access to any part of these technologies.

The Children's Internet Protection Act (CIPA) addresses concerns about access in schools and libraries to the Internet and other information. For any school or library that receives discounts for Internet access or for internal connections, CIPA imposes certain requirements, but does not

require the tracking of Internet use by minors or adults. Although BMMA does not receive such funds, we are taking every effort to follow CIPA's guidelines to restrict:

- (a) the access by minors to inappropriate matter on the Internet and World Wide Web; the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
- (b) the unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
- (c) the unauthorized disclosure, use, and dissemination of personal information regarding minors; and
- (d) minors' access to materials inappropriate or harmful to them.

Technology Use - Rules and Responsibilities

The school discipline and behavior guidelines, as well as this document, govern access to and use of media technology. Students will be held accountable for any misuse or abuse of any school materials or resources.

The technologies provided are for students to conduct research, enrich educational experiences, and communicate with others in relation to school work. Access to technological services is given to students who agree to act in a considerate and responsible manner. Parent/guardian permission is required. Access is a privilege, not a right. Therefore, based upon the acceptable use guidelines outlined in this document, the system administrator and or staff will deem what is inappropriate use, and their decision is final. The administration or staff may deny, revoke, or suspend specific privileges.

Individual users are responsible for their use of the technologies available to them. The use of these tools must be in support of education and research and must be consistent with academic expectations of BMMA. Transmission of any material in violation of federal or state laws or regulations including copyrighted, threatening, or obscene material is prohibited.

BMMA maintains a public Web site. Intranet Web pages may be established and maintained by staff with secondary responsibilities given to students who have the skills necessary. All content will be approved by BMMA staff before posting.

The user is expected to abide by the following rules of etiquette:

- Be polite. Do not write or send abusive messages. Use appropriate language. Do not swear, use vulgarities or any other inappropriate language.
- Be respectful with regard to others' work; the user will not view, alter or otherwise modify someone else's data. This includes documents opened or contained within work folders.
- Altering the operating system, as well as general visual appearances to a technology is prohibited. Such changes may include but are not limited to screensavers, background, sounds, passwords, display setting, network setting, etc.
- Transmission of obscene materials is prohibited. Sending or receiving offensive messages or pictures from any source will result in immediate suspension of privileges with an administrative review.

- Do not reveal personal information about yourself or other students.
- Electronic mail is not guaranteed to be private. Users should only access personal mail when appropriate permission from staff is obtained and no other users need the technology for school use.
- Do not use the network in a way that would disrupt the use of the other network users.
- Malicious attempts of vandalism to harm or destroy data or equipment will not be tolerated.
- Use of personal data or equipment will not be allowed without prior approval. Additionally, proof of current and regular updates on Anti-virus protection, as well as regular disk scans, is required prior to use once approval is obtained.
- Downloading or uploading of any kind requires prior approval. Such loading may include items from the Internet, Flash Drives, external hard drives, etc.
- Games are strictly prohibited.

Violation of any of the above mentioned rules and responsibilities will result in a loss of access and may result in other disciplinary or legal actions.

Personal Items at School

BMMA assumes no responsibility for lost or stolen items.

Toys and Sharing

Participating in sharing at group time enables children to feel important and special. It also facilitates verbal expression. Good suggestions for sharing may be seashells, rocks, library or special books, pictures or treasures from a trip. Please consult with your child's teacher regarding sharing policies for a particular class. Read the weekly updates and monthly newsletters to discover sharing suggestions relating to the units of study for the month. We do ask that toys be kept at home, or leave them in the car, as they often create distractions and possible power struggles between other students when they are brought to school.

Extra Changes of Clothes

Students are encouraged to bring appropriate changes of clothes to store in their cubbies for emergency use; most especially with TK/Kindergarteners. Teachers will communicate with parents as the clothes are used and need to be restocked. Please remember to label all items with the student's name and send them to school in a plastic bag or other disposable/reusable carrier.

Other personal items at school

Toys, trading cards, electronic games and other personal items unrelated to the student's daily schoolwork should be left at home. These items tend to create disruptions at school and will be held by the teacher.

Trading cards, such as Pokémon and Yugioh are not permitted. They will be confiscated and returned to a parent if brought to school.

Students are discouraged from bringing cell phones and other items of value to school. Cell phones, iPods, gaming systems and the like, are to remain off and out-of-sight during school

hours and may only be used once the student has left the school grounds. In the event parents require their child to have such items, contact the teacher or Principal to discuss your child's personal circumstances. Once approved, these items are to remain in the student's backpack until the end of the school day. ***If the student uses such items during school hours, it will be confiscated and only returned to the parent. Permission may be granted by the teacher or administrator to use a cell phone during school hours for a specific situation only.***

Student Freedom of Speech/ Expression

BMMA believes that free inquiry and exchange of ideas are essential parts of a democratic education. We respect students' rights to express ideas and opinions, take stands on issues, and support causes, even when such speech is controversial or unpopular.

Students shall have the right to exercise freedom of speech and of the press including, but not limited to the: (1) use of bulletin boards; (2) distribution of printed materials or petitions; (3) wearing of buttons, badges, and other insignia; and (4) right of expression in official school publications. "Official school publications" refers to material produced by pupils in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee. The Principal or designee will supervise the material produced by pupils to ensure it meets professional standards of English and journalism.

Students' freedom of expression shall be limited as allowed by Education Code Section 48907, and other applicable state and federal laws. Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. Students also are prohibited from making any expressions that so incites students as to create a clear and present danger of the commission of unlawful acts at school-sponsored activities or events, the violation of school rules, or substantial disruption of the school's orderly operation. The use of "fighting words" or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an aggressive or abusive manner in a situation that presents an actual danger that it will cause a breach of the peace. A student shall be subject to discipline for out-of-school expression, including expression on Internet websites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program.

Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act (FERPA) affords parents certain rights with respect to their student's education records. These rights are:

1. The right to inspect and review the student's education records within 45 days after the day the school receives a request for access.

Parents should submit to the school Principal a written request that identifies the records they wish to inspect. The Principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents who wish to ask the school to amend a record should write the Principal, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent, the school will notify the parent of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. For this purpose, a school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school's board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the Office that processes FERPA complaints are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents:

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met.
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34.
- To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the CDE. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf.
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid.
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38.
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction.
- To accrediting organizations to carry out their accrediting functions.
- To parents of an eligible student if the student is a dependent for IRS tax purposes.
- To comply with a judicial order or lawfully issued subpoena.
- To appropriate officials in connection with a health or safety emergency, subject to §99.36.
- Information the school has designated as "directory information" under §99.37.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. The primary purpose of directory information is to allow the school to include information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production
- An annual yearbook
- Honor roll or other recognition lists; and
- Graduation programs

Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. If you do not want the school to disclose any or all of the types of information designated below to outside organizations as directory information from your child's education records without your prior written consent, you must notify the school and "opt out" of the directory.

Any and all of the following items of directory information relating to a student may be released to a designated recipient unless a written request is on file to withhold its release:

- Name
- Address
- Date of birth
- Dates of attendance (*e.g.*, by academic year or semester)
- Current and most previous school(s) attended
- Degrees and awards received

BELLA MENTE MONTESSORI ACADEMY TECHNOLOGY USE AGREEMENT

ACCEPTABLE COMPUTER AND INTERNET USE POLICY - STUDENT

NETWORK AND ONLINE RESOURCES

1. The use of BMMA computer network is not intended for private or commercial business use, financial gain, political, or religious purposes. Any such use is prohibited.
2. Use of the network for illegal activity is prohibited.
3. Use of the network that results in the violation of copyright laws is prohibited.
4. Use of the network for purposes other than those set by faculty is prohibited including online games, chat (instant messaging), or browsing the Internet for any purpose other than school related.
5. Use of the network to access obscene, pornographic, hateful, or otherwise inappropriate material is prohibited.
6. Sending material likely to be offensive or objectionable is prohibited.
7. Using programs that harass network users or infiltrate a computing system and/or damage the software components is prohibited. (Including, but not limited to any type of hacking software)
8. BMMA reserves the right to review any material stored on any system provided by the school and to edit or remove any material. Students should not have any expectation of privacy in their activities while using BMMA equipment or systems.
9. Personal devices including laptops, tablets, or mobile devices may not be connected to the network unless a student has received prior written approval from a teacher or school administration. Use of school resources (such as the Internet) through a personal device must be in compliance with all school policies.

AGREEMENT

Student

1. Supervision - I will not use the BMMA Computer Network or any associated system without the permission and supervision of school staff.
2. Language - I will use appropriate language when using email, newsgroups, chat, journals, blogs or instant messaging or any other forms of communication. I will not use profanity or any language that is offensive to anyone. I will always be mindful that I am a representative of our school.
3. Network Etiquette - I will not send, or encourage others to send, discourteous or abusive email messages. I will not send messages, especially widely distributed messages, the receipt of which I have reason to believe would be unwelcome to recipients. I will use all forms of communication on the network and off the network in a manner that is not offensive to any person or group.
4. Vandalism and Inappropriate Use - I will not use the system to practice vandalism. Vandalism includes any malicious attempt to harm or destroy the property, including data, of any user or system on the network or the Internet. Uploading or downloading very large files from the Internet is not appropriate.
5. Privacy - I will not reveal passwords, home address, or personal phone numbers. I will not use the system to electronically publish or distribute pictures of myself or others or materials created by others without appropriate permission.
6. Trespassing - I will not attempt to access the system or any data on the system without authorization. This includes, but is not limited to, accessing the network using an account other than my own, including email accounts. I will not log in to a computer with anyone else's name and password. I will not leave a computer without logging off. I will not attempt to guess someone else's password.

Parent

I give permission to BMMA to issue an email and network user account and certify that my child and I have read and understand the information contained in this agreement and agree to abide by all rules set forth in this agreement.

I hereby fully indemnify, release and hold harmless BMMA and any of its personnel from any and all claims and damages of any nature arising from my child's use of, or inability to use, the BMMA network. I will instruct my child regarding the rules of use contained in this document and understand and agree that the agreements contained herein are incorporated into BMMA Board policies. I understand that it is impossible for BMMA to completely restrict access to all controversial materials and I will not hold the school responsible for materials accessed on the internet.

I accept full responsibility if and when my child's use of technology is not in a school setting and understand that my child is subject to the same rules and agreements while not at school. I understand that BMMA encourages parents and guardians to supervise and monitor any online activity. I am aware of my child's account information and passwords for Google Docs.

I further understand that I will be responsible for the cost of repair or replacement if my student loses or damages the BMMA-provided devices beyond normal wear and tear.

Parent/Guardian Name and Signature

_____ Date: _____

Student Name and Signature

_____ Date: _____

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 2.

TO: Board of Directors

FROM: Executive Director

DATE: October 11, 2022

SUBJECT: Discussion and Approval of the updated Conflict of Interest Code

ISSUE: The organization must revisit its Conflict of Interest Code every even numbered year to determine if it is accurate or if the code must be amended (Government Code Section 87306.5).

BACKGROUND: Upon review of our Conflict of Interest Code by legal counsel, it was determined no update is needed of our Conflict of Interest Code.

FISCAL IMPACT/ FUNDING SOURCE: None

RECOMMENDATION: None. No update was needed.

Respectfully Submitted,

Erin Feeley
Executive Director

BELLA MENTE CHARTER SCHOOL CONFLICT OF INTEREST CODE

1. Standard Code of FPPC

The Political Reform Act of 1974 (Gov. Code § 81000 *et seq.*) requires each state and local government agency to adopt and promulgate a conflict of interest code. As a local government agency, Bella Mente Charter School, a California nonprofit public benefit corporation (“Corporation”), is therefore required to adopt such a code. The Fair Political Practices Commission (“FPPC”) has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a model conflict of interest code, which can be incorporated by reference as an agency’s code. After public notice and hearing, the regulation may be amended by the FPPC to conform to amendments in the Political Reform Act.

2. Adoption of Standard Code of FPPC

The terms of 2 Cal. Code of Regs. §18730 and any future amendments to it duly adopted by the FPPC are hereby adopted and incorporated herein by reference. This regulation and the Appendix attached hereto designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of Corporation (“Code”). This Code shall take effect when approved by the Board of Supervisors for the County of San Diego, and shall thereupon supersede any and all prior codes adopted by Corporation.

3. Filing of Statements of Economic Interests

Pursuant to Section 4 of the model code set forth in 2 Cal. Code of Regs. Section 18730(b), each designated employee set forth in the Appendix shall file a Statement of Economic Interests (“Form 700”) with the Secretary of the Corporation. Upon receipt of the statements of the members of the Board of Directors, the Secretary shall make and retain copies and forward the originals of these statements to the Clerk of the Board of Supervisors for the County of San Diego. Statements for all other designated employees shall be retained by the Secretary.

**APPENDIX TO
BELLA MENTE CHARTER SCHOOL
CONFLICT OF INTEREST CODE OF**

Preamble

Any person designated in Section I of this Appendix who is unsure of any right or obligation arising under this Code may request a formal opinion or letter of advice from the FPPC or an opinion from legal counsel to Bella Mente Charter School, a California nonprofit public benefit corporation (“Corporation”). (Gov. Code § 83114; 2 Cal. Code of Regs. § 18730(b)(11).) A person who acts in good faith in reliance on an opinion issued to him or her by the FPPC shall not be subject to criminal or civil penalties for so acting, provided that all material facts are stated in the opinion request. (Gov. Code § 83114(a).)

Opinions rendered by legal counsel to Corporation do not provide any statutory defense to an alleged violation of conflict of interest statutes or regulations. The prosecuting agency may, but is not required to, consider a requesting party’s reliance on such legal counsel’s opinion as evidence of good faith. In addition, Corporation may consider whether such reliance should constitute a mitigating factor to any disciplinary action that Corporation may bring against the requesting party under Government Code section 91003.5.

**I.
Designated Employees**

<u>Designated Positions</u>	<u>Disclosure Categories</u>
Members of the Board of Directors	1, 2
Executive Director	1, 2
Principal	1, 2
Consultants/ New Positions	*

* Consultants/New Positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the Code, subject to the following limitation:

The Executive Director or designee may determine in writing that a particular consultant/ new position, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s/ new position’s duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director or designee’s determination is a public record and shall be retained for public inspection in the same manner and location as this code. (Gov. Code § 81008.)

II. Disclosure Categories

Category 1

Designated positions assigned to this category must report:

Interests in real property which are located in whole or in part within two (2) miles of any facility utilized by a Corporation charter school, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

Category 2

Designated positions assigned to this category must report:

Investments and business positions in business entities or income (including gifts, loans, and travel payments) from any source of the type that provides services, supplies, products, materials or equipment that the Corporation utilizes or currently plans to utilize, including school supplies, books, and furnishing.

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII 3.

TO: Board of Directors

FROM: Executive Director

DATE: October 11, 2022

SUBJECT: APPROVE RESOLUTION NO. 22-21 AUTHORIZING REMOTE
TELECONFERENCE MEETINGS THROUGH NOVEMBER 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 November 1 through November 30, 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. 22-21

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 NOVEMBER 1, 2022 THROUGH NOVEMBER 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.

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.