



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.

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)

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	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)

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 September 30, 2022 Special Board of Directors Meeting.

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

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

VIII. DISCUSSION/ACTION ITEMS

None

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 CHARTER SCHOOL- AGENDA ITEM VII. 1.

TO: Board of Directors

FROM: Executive Director

DATE: 09/30/22

SUBJECT: Variable Term Waiver Application for Multi Subject Credential - Daniela Valdez

ISSUE: Due to multiple factors, the state is facing a shortage of fully credentialed multiple subject teachers.

BACKGROUND: To apply for a waiver, the school must submit a \$100 application fee, a completed waiver form, official transcripts showing a degree and any supporting classes, this agenda item presented to the board of directors, proof of recruitment efforts by the school and a completed temporary county certificate form.

FISCAL IMPACT/ FUNDING SOURCE: \$100 application fee

RECOMMENDATION: Approve the variable term waiver application for Daniela Valdez.

Respectfully Submitted,

Erin Feeley
Executive Director



CTC Use Only

CTC Use Only
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VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent** waivers only.

1. EMPLOYING AGENCY (include mailing address) NPS/NPA (list county code _____)	County/District CDS Code 	Contact Person: Telephone #: E-Mail:
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2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number:

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt ([41-LS](#)) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name _____
First Middle Last

Former Name(s) _____ Birth Date _____

Applicant's Mailing Address _____

Phone# _____ Email _____

Waiver Title _____

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment _____

Indicate specific position and grade level (e.g. *chemistry teacher, grades 11-12*)

- For bilingual assignment list LANGUAGE: _____
- Is this a full time position? ☐ Yes ☐ No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) _____
- Is this a subsequent waiver? (see #9 for additional information) ☐ Yes ☐ No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: _____

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): ____/____/____ to ____/____/____

Ending date of school term, track, or year: ____/____/____

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

- | | |
|--|--|
| <input type="checkbox"/> Special Education | <input type="checkbox"/> Driver Education and Training |
| <input type="checkbox"/> Clinical or Rehabilitative Services | <input type="checkbox"/> 30-Day Substitute |
| <input type="checkbox"/> Speech-Language Pathology Services | |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- | | |
|--|--|
| <input type="checkbox"/> Advertised in local/national newspapers | <input type="checkbox"/> Contacted IHE placement centers |
| <input type="checkbox"/> Advertised in professional journals | <input type="checkbox"/> Distributed job announcements |
| <input type="checkbox"/> Attended job fairs in California | <input type="checkbox"/> Internet |
| <input type="checkbox"/> Attended recruitment out-of-state | |

Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- | | |
|---|--|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Multiple Subject Teaching |
| <input type="checkbox"/> Single Subject Teaching (all subject areas) | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate |
| <input type="checkbox"/> Teacher Librarian Services | <input type="checkbox"/> Teacher of English Learner Students |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- ☐ Distributed job announcements
- ☐ Contacted IHE placement centers
- ☐ Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- ☐ Advertised in local/national newspaper
- ☐ Attended job fairs in California
- ☐ Attended recruitment out-of-state
- ☐ Advertised in professional journals

Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position? _____

How many individuals credentialed in the authorization of the waiver request were interviewed? _____

What were the results of those interviews? (Please indicate answers in numbers)

- _____ Applicant(s) withdrew
- _____ Candidate(s) declined job offer
- _____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name _____ Position _____

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

☐ Yes ☐ No ☐ Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. **If you answer yes to any question, you must complete the corresponding [Professional Fitness Explanation Form](#).**

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

☐ Yes

☐ No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?

You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

☐ Yes

☐ No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

☐ Yes

☐ No

d. Are any criminal charges currently pending against you?

☐ Yes

☐ No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprimanded, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

☐ Yes

☐ No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

☐ Yes

☐ No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

☐ I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

☐ **Public School District:** Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

☐ **County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency:** Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.

Signature of Applicant

(Sign full legal name as listed in #2)

Date

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: _____

Title: _____

Date: _____

JANITORIAL CONTRACT

This Contract for Janitorial Services is effective as of October 3 , 2022, by and between Bella Mente Academy of 1737 W. Vista Way, Vista, California 92083, and Building Cleaning Solutions inc ("BCS") of 2055 Thibodo Rd ste P, Vista, California 92081.

DESCRIPTION OF SERVICES. Beginning on October 3 , 2022, BCS will provide to Bella Mente Academy the janitorial services described in the attached Exhibit (collectively, the "Services").

All Services included in this Contract will be completed at

1737 W. Vista Way, Vista, California 92083

Building A: admin offices 3x week
Building B: School Building 5x week

Approximate 27,463 sqft

MATERIALS AND SUPPLIES. BCS shall furnish all materials and equipment necessary to perform the Services described in this Contract with the exception of hand soap, towels, toilet tissue, seat covers, and any other consumables which are to be supplied by Bella Mente Academy, who shall maintain an adequate supply of these supplies in the janitorial room of the building.

SUPERVISION. Systematic inspection shall be conducted by BCS to ensure that all Services are properly performed. To make certain that any problems that may arise will be promptly resolved, Bella Mente Academy will promptly relay any complaints to BCS.

PAYMENT. Payment shall be made to Building Cleaning Solutions inc, Vista, California 92081. Bella Mente Academy agrees to pay in installment payments of **\$8,016.45 monthly**.

In the event of any increase or decrease in the California department of industrial relations wage scale, the compensation to be paid to BCS by Bella Mente Academy will be adjusted accordingly; such adjustment shall be operative from the date of such increase or decrease.

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 5 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Bella Mente Academy shall pay all costs of collection, including, without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Bella Mente Academy fails to pay for the Services when due, BCS has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

TERM. This is a One year contract from 10/03/2022 To 10/03/2023, with a one time extension to 10/03/2024

Contract may be terminated by either party upon 60 days' prior written notice to the other party.

COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES, AND REGULATIONS. In performing the Services required of it under this Contract, BCS shall comply with all applicable federal, state, county, and city statutes, ordinances, and regulations.

INSURANCE. BCS, at its own cost and expense, shall procure and maintain throughout the term of this Contract a workers' compensation insurance policy for the protection of its employees engaged in work under this Contract. (please see attached exhibit b)

CONFIDENTIALITY. BCS, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of BCS, or divulge, disclose, or communicate in any manner, any information that is proprietary to Bella Mente Academy. BCS and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

INDEMNIFICATION. BCS agrees to indemnify and hold Bella Mente Academy harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Bella Mente Academy that result from the acts or omissions of BCS and/or BCS's employees, agents, or representatives.

WARRANTY. BCS shall provide its Services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in BCS's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to BCS on similar projects.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this

Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 3 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such a time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of California.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

SIGNATORIES. This Contract shall be signed on behalf of Bella Mente Academy by _____ and on behalf of BCS by Ronny Jimenez, CEO and effective as of the date first above written.

Service Recipient:
Bella Mente Academy

By: _____ Date: _____

Service Provider:
Building Cleaning Solutions inc

By: _____ Date: _____
Ronny Jimenez
CEO

Certificates of Insurance does not relieve Contractor of the insurance requirements, nor decrease the liability of Contractor under this Agreement. It is Contractor's responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the School to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the School, in this or any regard.

(c). **Primary and Noncontributory.** The insurance required to be maintained by Contractor shall primary with respect to all claims arising out of Contractor's performance and/or activities under this Agreement, and any insurance or self-insurance maintained by the School shall be excess only, and not be required to contribute with it.

(d) **Umbrella or Excess Insurance.** Any Umbrella or Excess insurance shall also apply on a primary and noncontributory basis for the benefit of the School, before the School's own primary insurance or self-insurance shall be called upon to protect it as a Named Insured.

(e). **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

(f). **Severability of Interest (Cross Liability).** A severability of interest provision must apply for the additional insureds, ensuring that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

(g) **Notices; Cancellation or Reduction of Coverage.** No policy required to be maintained by Contractor shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to the School, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided.

EXHIBIT B

1. **Minimum Insurance Requirements.** Prior to the beginning, and throughout the duration of services to be performed, or as otherwise provided herein, Contractor shall, at its expense, procure and maintain the following minimum levels of coverage:

- A. **Commercial General Liability Insurance** which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage, including products-completed operations. Such policy shall include Contractual Liability coverage and shall be endorsed to include the School, its, directors, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 20 10 (ongoing operations) and CG 20 37 (completed operations).
- (B) **Business Automobile Liability insurance** which shall be as broad as ISO form CA 00 01 covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 per accident for all owned, non-owned, and hired automobiles used in connection with the services or operations to be performed under this Agreement.
- (C) **Workers' Compensation Insurance** with statutory limits, and **Employer's Liability insurance** with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the School, its directors, officers, employees, agents, and volunteers.

1. **Provisions Applicable to All Insurance Requirements .**

(a). **Acceptability of Insurers.** Unless otherwise reviewed and accepted by the School, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in California, or approved by the Surplus Lines Association.

(b) **Verification of Coverage.** Contractor shall furnish the School with Certificates of Insurance and applicable endorsements effecting coverage required by this Agreement on forms satisfactory to the School. The certificates of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received by the School before work commences. Acceptance of Contractor's