



Bella Mente Montessori Academy

Board of Directors

Scott Moote, President
James Smith, Treasurer
Greg McGuire, Secretary

Bella Mente Charter School Regular Board Meeting Agenda April 14, 2026

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

Virtual participation: <https://attendee.gotowebinar.com/register/5028536619349295453>

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

You can also dial in using your phone.

United States: 1 (415) 655-0052

Access Code: 146-531-526

Closed Session: at 6:30 PM

Open Session: when the closed session adjourns

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

CLOSED SESSION: at 6:30 PM (ONE)

OPEN SESSION: when the closed session adjourns

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

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Greg McGuire
				James Smith

II. CLOSED SESSION (One)

A. Public comment on closed session items

1. In accordance with Government Code Section 54956.8, the Board will meet in closed session to consider: REAL ESTATE MATTERS- NONE
2. In accordance with Government Code Section 54957.6, the Board will meet in closed session to consider: PUBLIC EMPLOYEE EVALUATION - Superintendent Evaluation-ONE
3. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE

WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Gov. Code §54956.9(d)(2) and/or §54956.9(d)(4) - NONE

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

III. OPEN SESSION/REGULAR MEETING

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
				Greg McGuire
				James Smith

A. REPORTABLE ACTION ITEMS CONSIDERED IN CLOSED SESSION

B. NONAGENDA PUBLIC COMMENTS (20 MINUTES TOTAL)

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

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

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

C. APPROVAL OF AGENDA

Recommended motion: Approve the agenda for the April 14, 2026 Board of Directors Meeting.

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Greg McGuire
				James Smith

D. DISCUSSION ITEMS

1. **Executive Director Announcements** - Erin Feeley will provide legislative, safety & risk management, special education updates and fiscal projection updates. ONE
2. **Monthly Financial Board Report** - Joshua Eng, Regional School Business Director from CSMC will report on the monthly financial report. ONE
3. **Campus Report**- Patrick Broughton, Director of Compliance will report on performance updates. ONE
4. **Enrollment Report**- Gladys Espino, Director of Support Services: ONE

E. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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

1. Minutes from the 02/27/2026 Board of Directors Meeting
2. Check Registers - 02/2026 & 03/2026
3. Recommended action on the personnel activity list
4. Dr Roslyn Sanchez Independent Contractor Agreement
5. Alliant International University MOU
6. Loma Linda University Agreement
7. Powerschool Quotes Package
8. Document Tracking Services - DTS Renewal License \$425
9. Richard & Richard Construction Contract Invoice - \$14,541.75
10. Pupil Behavioral Health Concerns and Youth Behavioral Health Policy Review Update
11. 2025.26 Feeding San Diego Agency Partner Agreement
12. Teacher Evaluation Handbook Revision
13. Volunteer Handbook Revision
14. Artificial Turf Replacement Bid-R&R Construction \$113,906
15. APEX Flex Event Agreement 26-27
16. CCSA Membership 26-28 Basic \$16.50 per student up to \$15,000
17. Artificial Intelligence Policy for Staff and Students
18. Update to Superintendent Expenditure threshold without prior board approval- \$15,000
19. 26-27 Bella Mente Project ALERT Service Agreement

Executive Director's Recommendation: Approve Consent Calendar

Public Comment

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Greg McGuire
				James Smith

F. DISCUSSION/ACTION ITEMS

1. Public Hearing: Presentation of the 2026–27 Local Control and Accountability Plan (LCAP), including Overview, Goals, Annual Update, and Action Tables, and Opportunity for Public Comment

Executive Director's Recommendation: N/A

Public Comment

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Greg McGuire
				James Smith

2. Approval of Revision to Certificated Salary Schedule (Experience Cap)

Executive Director's Recommendation: Approve

Public Comment

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Greg McGuire
				James Smith

3. Approval of Revisions to Board Policy 4250-Employer 403(b) Contribution

Executive Director's Recommendation: Approve

Public Comment

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Greg McGuire
				James Smith

IV. ADJOURNMENT

Moved By		Seconded By	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Greg McGuire
				James Smith

End of Meeting at:

Next Meeting: May 12, 2026

Instructions for Comments to the Board by Members of the Community

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

1. The agenda is available to all community members. Please note that the order of consideration of items on the agenda may be changed without prior notice.
2. Community members who wish to speak on any agenda items or under the general category of "Public Comment" will be given an opportunity to do so.

3. "Public Comment" is set aside for members of the community to raise issues that are not specifically on the agenda. However, due to public meeting laws (Brown Act), the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed twenty (20) minutes. Exceptions to these time limits may be made at the discretion of the Board Chair. The Board may give direction to staff to respond to your concerns or you may be offered the option of returning with a citizen requested agenda item.
4. With regard to items that are on the agenda, you may speak for up to (3) minutes when the Board discusses that item. Exceptions to this time may be made at the discretion of the Board Chair.
5. Community members may request in writing that a topic related to school business be considered for placement on a future agenda. Requests should be addressed to the Board Chair and emailed to board@bellamentecharter.org. If such an item is placed on the agenda and publicly noticed, the Board can respond, interact, and act upon the item. There is no right to have an item placed on the agenda.
6. Any person with a disability who requires a modification or a reasonable accommodation, including auxiliary aids or services, to participate in a public meeting of the Board of Directors may request such modification or accommodation by contacting Bella Mente Charter School, 1737 W. Vista Way, Vista, California 92083, or by telephone at 760-621-8931, or by email at board@bellamentecharter.org. Please make any requests at least 12 hours prior to the meeting.
7. For more information concerning this agenda, please contact Bella Mente Charter School, 1737 W. Vista Way, Vista, California 92083, or by telephone at 760-621-8931, or by email at board@bellamentecharter.org.

Approved on: _____

Signature of Board Member

Signature of Board Member

Name:	Name:



Bella Mente Montessori Academy

Board of Directors

Scott Moote, President
James Smith, Treasurer
Greg McGuire, Secretary

Bella Mente Charter School Special Board Meeting Minutes February 27, 2026

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

Virtual participation: <https://attendee.gotowebinar.com/register/4079214980954030679>

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

You can also dial in using your phone.

United States: 1 (562) 247-8422

Access Code: 572-806-167

Closed Session: None

Open Session: when the closed session adjourns

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CLOSED SESSION: None

OPEN SESSION: 1:01pm

I. Call to order, roll call and establishment of quorum (NONE)

II. CLOSED SESSION (None)

A. Public comment on closed session items

1. In accordance with Government Code Section 54956.8, the Board will meet in closed session to consider: REAL ESTATE MATTERS- NONE
2. In accordance with Government Code Section 54957.6, the Board will meet in closed session to consider: PUBLIC EMPLOYEE EVALUATION - NONE
3. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Gov. Code §54956.9(d)(2) and/or §54956.9(d)(4) - NONE
4. In accordance with Government Code Section 54956.9, the Board will meet in closed session to consider: CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION NONE

III. OPEN SESSION/REGULAR MEETING

Call to order, roll call and establishment of quorum

Moved By	GM	Seconded By	JS
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AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Greg McGuire
X				James Smith

A. REPORTABLE ACTION ITEMS CONSIDERED IN CLOSED SESSION

B. NONAGENDA PUBLIC COMMENTS (20 MINUTES TOTAL)

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

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

C. APPROVAL OF AGENDA

Recommended motion: Approve the agenda for the February 27, 2026 Board of Directors Meeting.

Moved By	JS	Seconded By	SM
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AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Greg McGuire
X				James Smith

D. DISCUSSION ITEMS

- Executive Director Announcements** - Erin Feeley will provide legislative, safety & risk management, special education updates and fiscal projection updates. NONE
- Monthly Financial Board Report** - Joshua Eng, Regional School Business Director from CSMC will report on the monthly financial report. NONE
- Campus Report**- Patrick Broughton, Director of Compliance will report on performance updates. NONE
- Enrollment Report**- Gladys Espino, Director of Support Services: NONE

E. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS

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- Minutes from the 02/10/2026 Board of Directors Meeting
- 2025-26 The Regents of the University of California UC San Diego Consulting Services Agreement
- Family Handbook Update

4. Open POs 2025.26 Scoot Education \$70,000.00 & Zen Educate \$30,000.00

Executive Director's Recommendation: Approve Consent Calendar
Public Comment

Moved By	GM	Seconded By	JS
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AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Greg McGuire
X				James Smith

F. DISCUSSION/ACTION ITEMS

1. Immigration Enforcement and Access to School Sites (AB 49 / Education Code § 234.7 Compliance)

Executive Director's Recommendation: Approve
Public Comment

Moved By	JS	Seconded By	GM
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AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Greg McGuire
X				James Smith

IV. ADJOURNMENT 1:10PM

Moved By	SM	Seconded By	JS
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AYE	NAY	ABSTAIN	ABSENT	Board Member
X				Scott Moote
X				Greg McGuire
X				James Smith

End of Meeting at:
Next Meeting: March 10, 2026

Instructions for Comments to the Board by Members of the Community

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Approved on: _____

Signature of Board Member

Signature of Board Member

Name:	Name:

Bella Mente-BMC

Check register

Date	Payee	Document no.	Amount Cleared
	Bank: Belle Mente General - Chase Bank	Account no: 131880730	
02/26/2026	V003798--Amazon Capital Services	01KJB9V4X1CVFX3KGA0BW7 N2T5	485.40 In transit
02/24/2026	V003798--Amazon Capital Services	01KJ657RRS11RTHFQH0P56 DQBV	136.50 In transit
02/20/2026	V003798--Amazon Capital Services	01KHVVQ1Q71SB8SGJDHFS9 Y8YW	1,022.12 In transit
02/13/2026	V003798--Amazon Capital Services	01KH9TTQNB4GBF81Z3MYD3 RH44	251.55 In transit
02/04/2026	V003798--Amazon Capital Services	01KGJNH2QC4PKXB46A4NV WRZTK	245.90 In transit
02/10/2026	V013667--Boonli, LLC	01KH23G1MP36060NSBS0X2 0EXP	130.00 In transit
02/06/2026	V014764--California Office Cleaning, Inc.	01KGQSZR4256YFJD XEFVX1 W3YA	10,526.00 In transit
02/05/2026	V004070--Cardmember Service - PO Box 6294	01KGN7DFQE865TR5BYH2X W1JWB	707.52 In transit
02/04/2026	V000003--Charter School Management Corporation	01KGJN6D1MAC749B56TMYQ 2AQ8	12,500.00 In transit
02/20/2026	V003242--CINTAS CORPORATION - 29059	01KHVVNW92CA2CNCZJ85ZA AG0R	59.20 In transit
02/11/2026	V003242--CINTAS CORPORATION - 29059	01KH4P757100BYJDSK6M30 MH20	59.20 In transit
02/02/2026	V003242--CINTAS CORPORATION - 29059	01KGAXPR065XWW7D0MDEV WDFM6	59.20 In transit
02/04/2026	V013192--Cristianna Turvey, M.S CCC-SLP	01KGJNG6YH197CZ7HXW3EZ FE4X	15,975.75 In transit
02/13/2026	V019279--Deputy Sheriff's Association of San Diego	01KH9TP02A7CDCSJQK8Q5D Q0VJ	1,800.00 In transit
02/20/2026	V019960--EcoGuard Pest Management	01KHVVKWT32VCTB8FGA0S HX4DD	157.00 In transit
02/26/2026	V012752--EDCO Waste & Recycling Service	01KJB9TD5XCNS05EG0E9MZ M0XM	811.32 In transit
02/13/2026	V004175--EMH Sports USA Inc	01KH9TGF0B08ZCW05QR47 M53P	710.00 In transit
02/17/2026	V012887--EPS Operations, LLC	01KHCD4QNN5MBGZ6ATS62 BN7VQ	3,350.52 In transit
02/02/2026	V008878--First Student Inc.	01KGAXQ3VY7AC07FR20EZ WYT45	1,031.40 In transit
02/02/2026	V008878--First Student Inc.	01KGAXQ3VY7AC07FR20EZ WYT45	1,031.00 In transit
02/02/2026	V008878--First Student Inc.	01KGAXQ3VY7AC07FR20EZ WYT45	1,201.40 In transit
02/02/2026	V008878--First Student Inc.	01KGAXQ3VY7AC07FR20EZ WYT45	1,091.40 In transit
02/25/2026	V000046--Franchise Tax Board	960	395.77 In transit
02/10/2026	V000046--Franchise Tax Board	957	395.77 In transit
02/24/2026	V013993--Hanna Plumbing & Supply, Inc.	01KJ658TAW5EKHMKRV06CA 8BNM	1,194.04 In transit
02/24/2026	V012976--JK Dots Jan Gary	01KJ64ZXS3C3XBZV2005PD7 V7K	1,080.00 In transit
02/17/2026	V027479--Joya Health	01KHCCY9V16F0VKGC2ZRAK PVN6	477.00 In transit
02/17/2026	V004418--Kaiser Foundation Health Plan Inc	01KHCD2N0B6K1A60BAGG5D H6FZ	27,001.22 In transit
02/20/2026	V021524--Kayone Manged Service Provider Inc.	01KHVVESTHFV2V7RAA601D MPCS	3,300.00 In transit
02/02/2026	V021524--Kayone Manged Service Provider Inc.	01KGAXP1X4C6YH0M2N1RW PEBVV	3,300.00 In transit
02/11/2026	V012230--Kids Reptile Parties	01KH4PD4MCDH5BRC12XM6 RBE0D	950.00 In transit
02/24/2026	V024696--Levy Audiology, P.C.	01KJ6517BC80EETT03K4M9R SBQ	540.00 In transit
02/02/2026	V024696--Levy Audiology, P.C.	01KGAXQTJH0SPPDDB9BGQ WY0ZT	180.00 In transit
02/20/2026	V004513--Mad Science of San Diego	01KHVVMXEP78E4C59QQFJC K9SF	1,025.00 In transit
02/11/2026	V009818--Maintex, Inc.	01KH4PMY6AATT44ANZMY4E 5H1H	1,219.99 In transit
02/05/2026	V009974--MJ Akerland, RN, A Professional Nursing Corpora- tion	01KGN7N08668BBS53QE5FS S58H	1,305.00 In transit

Bella Mente-BMC Check register

Date	Payee	Document no.	Amount Cleared
02/13/2026	V013382--National Benefits Services, LLC Non-ERISA	01KH9TG733A2JH0G16DZX08 SNZ	6,701.70 In transit
02/23/2026	V010278--Ontario Refrigeration, Inc.	01KHYDNAPDCVFCCG9ZK1X 3286R	3,803.00 In transit
02/26/2026	V010336--Palomar Family Counseling Service, Inc.	01KJB9QAYRA16PNTYGJNEY 6Y3W 959	3,360.00 In transit
02/25/2026	V003459--Payroll		871.20 In transit
02/24/2026	V003459--Payroll		49,105.10 In transit
02/24/2026	V003459--Payroll		120,770.78 In transit
02/23/2026	V003459--Payroll	958	215.00 In transit
02/09/2026	V003459--Payroll		49,574.62 In transit
02/09/2026	V003459--Payroll		120,832.18 In transit
02/03/2026	V003459--Payroll	956	86.36 In transit
02/03/2026	V003459--Payroll	955	871.19 In transit
02/02/2026	V013501--Pitney Bowes Bank Inc Purchase Power	01KG8BGFBA4MN1RDNGMJ WTX2ZW	380.74 In transit
02/02/2026	V013501--Pitney Bowes Bank Inc Purchase Power	01KGAXPJ15ENVY80W305KP P8ZZ	141.20 In transit
02/02/2026	V012974--Quality Lock & Security Services, Inc.	01KGAXQHGYEANSMD1NSR VBCPX0	220.00 In transit
02/10/2026	V010585--Rawhide Ranch	01KH23MDK39S8B9YNADSW 4D9AY	2,109.00 In transit
02/26/2026	V006564--Riverside Insights	01KJB9MWMB8DVK6W3GF4D 3SKYV	804.57 In transit
02/26/2026	V006126--Scoot Education Inc. - 5670	01KJB9Q8A97QSF2E48ZX3K WE63	4,311.00 In transit
02/17/2026	V006126--Scoot Education Inc. - 5670	01KHCD641C1W16BQ437XNV 15DW	3,060.00 In transit
02/13/2026	V006126--Scoot Education Inc. - 5670	01KH9TQA50B57Z61WHSABT SEKV	6,910.00 In transit
02/11/2026	V006126--Scoot Education Inc. - 5670	01KH4PP6H93773PP2YAZN0S 46T	299.00 In transit
02/05/2026	V006126--Scoot Education Inc. - 5670	01KGN7J52A3Q7KEBECCMC R4NSZ	6,022.00 In transit
02/10/2026	V005625--SmartSign	01KH23BR6AE98WY61MX7E4 4NQG	137.36 In transit
02/24/2026	V011053--Soliant Health, LLC	01KJ6512JRCNBPK2XS0VWB ZPB3	926.25 In transit
02/20/2026	V011053--Soliant Health, LLC	01KHVVHDTECV7YQQ5TA5E 4PKR0	1,092.50 In transit
02/17/2026	V011053--Soliant Health, LLC	01KHCD32TNFN8M61D0W1TJ JN3X	1,686.25 In transit
02/02/2026	V011053--Soliant Health, LLC	01KG8BHDZ52BGAMDVQHVB TX0WQ	1,211.25 In transit
02/04/2026	V011480--Top Notch Catering - PO Box 1383	01KGJNC433B484CJAZ9Z2R9 ACR	21,844.71 In transit
02/06/2026	V014670--Transparent Classroom	01KGQSR330AX5MPR585YX HDCZ	687.86 In transit
02/17/2026	V011687--VendorMax, Inc.	01KHCD6FA872658GHVWRY A36SC	24.00 In transit
02/24/2026	V022565--Witt Copier Solutions	01KJ64ZSH7635WKVHHT15 PXY5	440.67 In transit
02/11/2026	V000012--Young, Minney & Corr, LLP	01KH4PJY7V1NFMXKRS7MK2 FH7C	2,382.00 In transit
02/06/2026	V022790--Zovargo LLC	01KGQSRZGE6MVC9635B58 Q5CJX	1,274.00 In transit
Total for Belle Mente General			<u>507,861.66</u>

Bella Mente-BMC

Check register

Date	Payee	Document no.	Amount Cleared
	Bank: Belle Mente General - Chase Bank	Account no: 131880730	
03/26/2026	V015845--AcademiCognitive Connections, LLC	01KMK9M7NZC1XXZSYQTKC PQCQ5	9,640.00 In transit
03/27/2026	V003798--Amazon Capital Services	01KMNW1B9C12Z8GMJ2ZB0 RV3GW	235.46 In transit
03/16/2026	V003798--Amazon Capital Services	01KKPZ5G4X4PSPXHSMWXA ZBGJ6	3,569.10 In transit
03/06/2026	V003798--Amazon Capital Services	01KJZX990W9H250NE5GXRB 7HDX	40.46 In transit
03/05/2026	V003798--Amazon Capital Services	01KJXAVV3X7198Y0V3EYTPR 45A	865.23 In transit
03/02/2026	V003798--Amazon Capital Services	01KJGEVXXN89AADE65ZCH8 WGP6	1,255.53 In transit
03/02/2026	V013511--ASI Fire Protection Inc	01KJGEJDTH6Q2KBXZF446G XYVA	1,375.00 In transit
03/16/2026	V007513--AT&T-Box 5019	01KKMCR98063C8RZ19D2SG 3KD0	102.29 In transit
03/16/2026	V013667--Boonli, LLC	01KKMCXA6315VN0M1VQKJA X1AJ	130.00 In transit
03/16/2026	V021523--Boys & Girls Club of Vista, Inc.	01KKMCHRCM1FJJP0NJYBR QY87Q	56,075.70 In transit
03/16/2026	V021523--Boys & Girls Club of Vista, Inc.	01KKPYYHSTBGGD7N1E1VF HP76Z	61,344.33 In transit
03/05/2026	V014764--California Office Cleaning, Inc.	01KJXAT8Q7BEZKZGGNEFPT QWNE	11,584.00 In transit
03/18/2026	V004070--Cardmember Service - PO Box 6294		3,157.01 In transit
03/02/2026	V004070--Cardmember Service - PO Box 6294	01KJGEMG7S6ZT4D33RD35N CKRW	40.00 In transit
03/23/2026	V029299--Chaos to Calm Parenting LLC	01KM8ZQCHV3GCT7K4PY238 Y24Q	2,160.00 In transit
03/16/2026	V000003--Charter School Management Corporation	01KKPZ5WSY22TBKSSC8248 R6MD	12,500.00 In transit
03/23/2026	V003242--CINTAS CORPORATION - 29059	01KM8ZRRMV94F2N92N2YEX JAKN	59.20 In transit
03/18/2026	V003242--CINTAS CORPORATION - 29059	01KKYQCRB68C1DFB4G5WY ZTMAA	59.20 In transit
03/16/2026	V003242--CINTAS CORPORATION - 29059	01KKPZ3S2TC8AA3B1MCRX5 MJQW	59.20 In transit
03/05/2026	V003242--CINTAS CORPORATION - 29059	01KJXAS43B0RHCJ4BY4FV89 GGV	59.20 In transit
03/02/2026	V003242--CINTAS CORPORATION - 29059	01KJGETDRPBSAVB823RBG1 RV0A	59.20 In transit
03/24/2026	V013317--Country Montessori School of Poway	4020	1,300.00 In transit
03/16/2026	V013192--Cristianna Turvey, M.S CCC-SLP	01KKPZ58D425JHV4CGSWS WTCH5	11,685.80 In transit
03/02/2026	V008475--Dental Health Services	01KJGEFSVJ7KDFCZBHVWP BZXXE	112.05 In transit
03/16/2026	V004175--EMH Sports USA Inc	01KKMCKBE9ADC94JX5K8G1 H3YD	710.00 In transit
03/02/2026	V008878--First Student Inc.	01KJGEV1TW489YT8VKYGQ GWZ0J	1,993.60 In transit
03/02/2026	V008878--First Student Inc.	01KJGEV1TW489YT8VKYGQ GWZ0J	1,300.00 In transit
03/27/2026	V008960--FRUTH GROUP	01KMNW18BME7PMWNSDH2 G6F6FD	402.33 In transit
03/02/2026	V015701--Home Depot Credit Services - Bella Mente Dept. 32-2649201658	01KJGEHSKJ66A5X03WHY7H P3EY	26.68 In transit
03/16/2026	V009225--HopSkipDrive Inc-PO Box 92220	01KKPZ44MM1RPN5QKWFR4 83HQA	1,877.40 In transit
03/23/2026	V009434--Johnson Controls Security Solutions	01KM8ZRMNAF3W6TPWRK4S 9XKKK	2,633.97 In transit
03/16/2026	V027479--Joya Health	01KKPZ1BND8419JPH2SHGQ 6N45	452.00 In transit
03/18/2026	V021524--Kayone Manged Service Provider Inc.	01KKYPA3TW1Z1SDRJ6N4Q G6JZC	3,300.00 In transit
03/05/2026	V021524--Kayone Manged Service Provider Inc.	01KJXAKD3038X6117Y1RDAD K52	3,300.00 In transit
03/05/2026	V009974--MJ Akerland, RN, A Professional Nursing Corpora- tion	01KJXAWMC45PGT0TR5M3F T7KYF	1,305.00 In transit
03/16/2026	V013382--National Benefits Services, LLC Non-ERISA	01KKPZ0ESB6VXEFJSV2KH2 8N9A	6,648.87 In transit

Bella Mente-BMC Check register

Date	Payee	Document no.	Amount Cleared
03/02/2026	V013382--National Benefits Services, LLC Non-ERISA	01KJGEFQRQBM29GH4RG30 ME2BR	6,653.74 In transit
03/18/2026	V010336--Palomar Family Counseling Service, Inc.	01KKYPEAKQA0XG1M000X7 MJZH2	1,680.00 In transit
03/25/2026	V003459--Payroll	962	932.56 In transit
03/25/2026	V003459--Payroll		45,875.08 In transit
03/24/2026	V003459--Payroll		834.82 In transit
03/24/2026	V003459--Payroll		116,184.07 In transit
03/10/2026	V003459--Payroll		43,253.65 In transit
03/10/2026	V003459--Payroll	961	522.98 In transit
03/09/2026	V003459--Payroll		426.30 In transit
03/09/2026	V003459--Payroll		107,824.96 In transit
03/05/2026	V012973--Pitney Bowes Global Financial Services LLC - PO BOX 981022	01KJXAR8Q1FSP8XZ5JN8AR WTEV	103.61 In transit
03/02/2026	V022674--Richard Olinger Electric Inc.	01KJGEMXNX91TNQ59PX7M WE1ZF	1,075.00 In transit
03/18/2026	V000081--San Joaquin County Office Of Education -PO 213030	01KKYQ0NNBE1BXVXZ6S21T 7Y2Q	1,850.00 In transit
03/27/2026	V004846--Schola - 2942 N 24th St	01KMNW01E1BR78EKRS1X1 RR440	3,500.00 In transit
03/02/2026	V004846--Schola - 2942 N 24th St	01KJGETBQ47RCJKPTR0EFG Y79S	3,500.00 In transit
03/27/2026	V006126--Scoot Education Inc. - 5670	01KMNVY7M9B7J30Z9K2QEQ 9AGF	7,244.00 In transit
03/23/2026	V006126--Scoot Education Inc. - 5670	01KM8ZR247B6KN9FA52YTG RMT3	2,958.00 In transit
03/16/2026	V006126--Scoot Education Inc. - 5670	01KKPZ1EEZ7M1VWPBPPX2 RZ735	10,006.00 In transit
03/06/2026	V006126--Scoot Education Inc. - 5670	01KJZX5RZW4NXM7JQY25FV 08F4	10,211.00 In transit
03/02/2026	V006126--Scoot Education Inc. - 5670	01KJGEQB4456JSQKH179T8S XEZ	12,570.00 In transit
03/27/2026	V010975--Shutterfly Lifetouch	01KMNW2T77E5E8NY7VB1XT BM5T	704.51 In transit
03/23/2026	V011053--Soliant Health, LLC	01KM8ZR86CAJWCZEKNJD9 G2HZY	1,353.75 In transit
03/18/2026	V011053--Soliant Health, LLC	01KKYPSGV04BJBED9B9K7F VSEY	2,588.44 In transit
03/16/2026	V011053--Soliant Health, LLC	01KKPZ648T7T7CG05TK33K3 T0Z	3,111.25 In transit
03/16/2026	V015662--The Print Shop Orange County	01KKPZ3HTB56MV8QPZDD11 C0JW	2,110.88 In transit
03/06/2026	V011480--Top Notch Catering - PO Box 1383	01KJZX647Q80BNN1MBCFGS C7MT	25,767.21 In transit
03/06/2026	V014670--Transparent Classroom	01KJZWZP18FEJ9N5H076S3Z HPG	685.72 In transit
03/05/2026	V013194--UHC - United Healthcare of CA	01KJXAVE404HEN3H1PK0PK FZWE	16,936.37 In transit
03/16/2026	V011687--VendorMax, Inc.	01KKMCV9J5FMT9D9Y7FPAE T3QZ	12.00 In transit
03/05/2026	V011719--Vista Irrigation District	01KJXAD29C7T24RZF70MRH 3RNM	439.14 In transit
03/05/2026	V011719--Vista Irrigation District	01KJXAD29C7T24RZF70MRH 3RNM	130.82 In transit
03/05/2026	V011719--Vista Irrigation District	01KJXAD29C7T24RZF70MRH 3RNM	333.28 In transit
03/05/2026	V011719--Vista Irrigation District	01KJXAD29C7T24RZF70MRH 3RNM	568.16 In transit
03/05/2026	V011719--Vista Irrigation District	01KJXAD29C7T24RZF70MRH 3RNM	176.12 In transit
03/27/2026	V022565--Witt Copier Solutions	01KMNVZTP37WZQWG4GJT B6RCT	334.45 In transit
03/16/2026	V000012--Young, Minney & Corr, LLP	01KKMCRTR3E8W8WPTC7T6 SY68D	76.00 In transit
03/27/2026	V028664--Zen Educate Inc.	01KMNW29NQBP3601HS8GK 0F369	2,083.25 In transit
03/23/2026	V028664--Zen Educate Inc.	01KM8ZRAP4BC7YVZ9AMVB G1SN8	1,097.51 In transit
Total for Belle Mente General			<u>637,132.44</u>

Employment Changes as of April 14, 2026

New Hires Full Time: Classroom Teacher (1)

New Hires Part Time: Instructional Assistant (2)

Release: None

Open Positions for 25-26:

Classified Positions:

Part Time: None

Full Time: Classroom Behavior Aide (1)

Certificated Positions:

Part Time: None

Full Time: None

26-27 New Hires

Full Time: Principal (1)
Classroom Teacher (3)

INDEPENDENT CONTRACTOR AGREEMENT

ORP Services

This Independent Contractor Agreement (“Agreement”) is entered into as of March 11, 2026 (“Effective Date”) by and between Bella Mente Charter School (“Bella Mente”) and Roslyn Sanchez (“Consultant”), dba () collectively referred to as the “Parties”, with respect to the following facts:

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

WHEREAS, Consultant is experienced, qualified, and engaged in the business of providing Psychology/Counseling Ordering, Referring or Prescribing (ORP) Practitioner Prescriber

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 Psychology/Counseling Ordering, Referring or Prescribing (ORP) Practitioner Prescriber 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 Audiology services, and is providing similar services to others.

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

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

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

_____ Consultant's Initials Regarding Section 1.6.

Section 2. Term of Services and Termination of Agreement. Consultant agrees to perform services for Bella Mente pursuant to the terms of this Agreement from the Effective Date through June 30, 2026 ("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 \$280 per hour (not to exceed a total amount of \$4,200, subject to early termination as provided in Section 2 of this Agreement. To qualify for payment, Consultant shall submit to Bella Mente on a weekly or monthly basis itemized invoices for all services rendered pursuant to this Agreement. Bella Mente shall pay Consultant the non-disputed amount invoiced within 30 days of its receipt of each invoice. Any damages or costs incurred by Bella Mente, including without limitation replacement costs, as a result of Consultant's failure to competently perform under this Agreement may be deducted by Bella Mente from any amounts owed to Consultant.

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

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

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

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

Section 6. Insurance; Business Requirements; Related Obligations.

6.1

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

of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- B. **Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.**
- C. **Commercial Auto Liability Insurance for all owned, non-owned or hired automobiles with a \$1 million combined single limit.**

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

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

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

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

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

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

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

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

Section 7. Indemnification.

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

paid family leave benefits, workers' compensation, among others), Consultant's breach of this Agreement, customer/client/student disputes of any kind, Consultant's violation of any applicable law, tax issues of any kind, any other applicable laws for which Bella Mente may be liable as an employer relating to Consultant's employees or agents.

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

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

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

Agreement. Bella Mente shall be entitled to an emergency injunction to enjoin and restrain the unauthorized disclosure of confidential information by Consultant. Consultant shall immediately return all Bella Mente property, including documents and other confidential information, upon the termination of this Agreement or upon any request by Bella Mente.

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

Section 11. Miscellaneous.

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

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

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

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

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

expressly grant to any jurisdictional entity interpreting this Agreement the power and authority to modify the terms of this Agreement to the extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.

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

To Bella Mente: Bella Mente Academies

To Consultant: _____

Attn: Erin Feeley, Executive Director

1737 W. Vista Way

Vista, CA 92083

Email: efeeley@bellamentecharter.org

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

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

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

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

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

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

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

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

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

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

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

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

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

Bella Mente Charter School,

a California nonprofit public benefit corporation

Dated:

Erin Feeley, Executive Director

Consultant

Dated:

Roslyn Sanchez, 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 Roslyn Sanchez (“Consultant”), Consultant hereby agrees to perform the following Consulting Services:

- Psychology/Counseling Ordering, Referring or Prescribing (ORP) Practitioner Prescriber will work with Bella Mente’s Special Education Department and provide remote services to assess students for medical conditions that may impact their education, such as (but not limited to) anxiety, depression, epilepsy, autism or ADHD.
- Psychology/Counseling Ordering, Referring or Prescribing (ORP) Practitioner Prescriber will review Individualized Education Plans (IEPs) and Crisis and Safety Plans by providing Psychology/Counseling Ordering, Referring or Prescribing (ORP) documents for Medical billable services.
- If a student requires specialized care, Psychology/Counseling Ordering, Referring or Prescribing (ORP) Practitioner Prescriber will provide prescriptions for appropriate treatment options, including clinical assessments, evaluations, examinations or therapy.
- In the case of a mental health crisis (e.g., self-harm or suicidal ideation), Psychology/Counseling Ordering, Referring or Prescribing (ORP) Practitioner Prescriber may intervene and provide immediate care or referrals to emergency services.
- Medical Prescriber may assist in creating Crisis Plans, Safety Plans, IEPs, or 504 Plans (for students with disabilities who don’t qualify for an IEP) by providing medical documentation and recommendations for necessary accommodations.

Consultant shall diligently perform the above described Psychology/Counseling Ordering, Referring or Prescribing (ORP) Practitioner Prescriber 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.



SCHOOL OF EDUCATION

MEMORANDUM OF UNDERSTANDING

Between

ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA PUBLIC BENEFIT CORPORATION

And

BELLA MENTE MONTESSORI ACADEMY

Alliant University, Inc., a California Public Benefit Corporation (the "University"), and Bella Mente Montessori Academy (the "District") agree to the following conditions that apply to Practicum Students, Student Teachers, and Teacher Interns (collectively, "Interns") who are or will be enrolled in the Teacher Credential Program, the MA/PPS: School Psychology Program or School Counseling Program through the School of Education at Alliant University and will be serving their Practicum or Internship in the District. Interns nominated by either the University or the District shall be mutually acceptable by both the University and the District, and shall be subject to a mutually acceptable placement within the District. This Memorandum of Understanding shall become effective August 01, 2026 for a period of three (3) calendar years. This Memorandum of Understanding may be terminated by either party with sixty (60) days' written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

The University agrees and certifies that:

1. Each Candidate shall have met the Basic Skills Requirement by way of California Basic Educational Skill Test (CBEST) or other exam option, coursework option, or combination option and, for Student Teachers and Teacher Interns, required subject matter competency is required prior to Clinical Practice clearance for Student Teachers (Clinical Practice III) or Intern (Clinical Practice I).
2. Each Candidate shall possess a minimum of a Bachelor's Degree, documented by official transcripts with a minimum overall GPA of 2.5. Candidates must have a minimum of 3.0 GPA to be recommended for a credential (Intern, Preliminary, or Clear).
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings. Each School Psychology Intern shall have a minimum of 450 hours of verified Practicum Experience and 1200 hours of Culminating Field Experience or Internship, and each School Counseling Intern shall have a minimum of 100 hours of verified Practicum Experience and 800 hours of Culminating Field Experience or Internship.
4. Each Teacher Intern and/ or Student Teacher candidate shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.

6. University Supervisors will observe and evaluate Teacher Interns via the AMS at least three (3) times during an 8-week term and provide annotated feedback via the AMS for the video observation(s).
7. Alliant Personnel will correspond with District Employed Supervisors, District Support Providers (Interns) and Cooperating Teachers (Student Teachers) at the beginning of the Candidate's field experience in order to support the Candidate.
8. For Teacher Education programs, District Support Providers will be required to provide support and guidance an average 5 hours per week documented using Alliant's matrix/tool as aligned with the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to Cooperating Teachers for Student Teachers in the amount of \$175 per 8-week term.
10. The University understands that all Student Teacher Candidates, Interns, and PPS Candidates are required to adhere to all state and local health orders.
11. If the University finds that an Intern performs below standards acceptable to the University, after appropriate support and advice have been exhausted and the Intern has been withdrawn from the program, the University is to provide immediate written notification to the District.

FINGERPRINT

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

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

TB CLEARANCE

University certifies that all personnel providing services to students of the District are adequately screened so as to prevent the assignment of personnel who may pose a threat to the safety and welfare of students and that such personnel shall provide evidence of freedom from tuberculosis within the past sixty (60) days before starting service at the school site. TB Clearance is required at the point of Clinical Practice I clearance for California Student Teachers and Arizona Alternative Educators.

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers, school psychologists, or school counselors that the District has continually sought to maintain.

2. The District and the University, in partnership, will ensure School Counseling candidates meet with their supervisor for one (1) hour of individual or one-and-one half (1.5) hours of small group (limited 8 candidates per group) supervision per week.
3. The District and the University, in partnership, will ensure that Site Supervisors for School Counselors meet the following qualifications: (1) Possession of a valid PPS School Counselor Credential (2) Minimum of two (2) years PPS experience as appropriate to the candidate's fieldwork setting. (3) The supervisor is responsible to undergo training in models of supervision, the SCPEs, and program fieldwork requirements and share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
4. The District and the University, in partnership, will ensure that the Site Supervisors for School Psychologists meet the following qualifications: (1) Possession of a PPS School Psychologist Credential (2) Minimum of three (3) years of experience as professional in the field. (3) Knowledge of context and content appropriate to the practicum experience.
5. The Intern's services shall meet the instructional or service needs of the District.
6. The District and Student Teacher or Intern agree to provide quality educational experience to their students through in-person learning environments. Online schools, independent study programs, and home schools are prohibited as placements for Interns. When candidates are teaching at online schools, independent study programs, or home schools, the required experience may be challenging and, in some cases, impossible to achieve. Program must consider if the employment setting is appropriate for learning to teach and if the program will ensure that the Interns, Student Teachers, PPS candidates can get the significant experiences required to complete their course work in their programs. This includes the ability to teach whole groups of students. Decisions regarding fieldwork placements, including placements as a teacher of record, are the responsibility of the program, not the candidate nor the employer.
7. The District and Student Teacher or Intern understand they will be requested to use Video Progress Assessments, Teacher Candidates are required to show their ability to conduct a lesson to, at minimum, a small group of at least 4 students.
8. Each Intern shall be assigned as an Intern/Teacher of Record under a contract with an appointment of at least .60 FTE of their workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
9. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance of a criminal background check or a photocopy of a California teaching permit, and verification that they are free from tuberculosis.
10. No Intern shall displace any fully credentialed employee in the District.
11. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
12. The District and the University, in partnership, must provide support for each Alliant candidate.
13. For Teacher Education the District and University, in partnership, must provide a minimum of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).

14. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
15. The District/School agrees that Student Teacher Candidates shall not receive compensation for hours accrued during their Clinical Practice field experiences.
16. District Support Providers will correspond with Alliant Personnel at the beginning of the candidate's field experience in order to support the candidate. District shall also provide the assigned Candidate and the University with a copy of the District's existing pertinent rules and regulations, policies and procedures with which the Candidate is expected to comply including, but not limited to, health and safety protocols and emergency protocols.
17. The District Support Provider will support and provide guidance for an average of 5 hours per week as documented using Alliant's matrix/tool as aligned with the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
18. District Site Support Providers must hold credentials in the same exact areas as the Interns they support and/or hold a valid, clear California Administrative Services Credential.
19. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, 10% of each area of the student population must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.
20. District Support Providers for Interns, and Cooperating Teachers for Student Teachers must have a minimum of three (3) years' teaching experience, have a clear Credential in the credential area they are supervising (or a valid clear California Administrative Service Credential).
21. The program provides district-employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, adult learning theory, and current content specific pedagogical and instructional practices, as well as to effective supervision approaches such as cognitive coaching. To facilitate district-employed supervisors meeting program expectations, the program ensures that district-employed supervisors remain current in the knowledge and skills necessary for effective candidate supervision.
22. The District Support Providers for Interns and Cooperating Teacher for Student Teachers must collaborate with the program on the expectations for candidates to take and pass a commission approved literacy performance assessment, and provides opportunities for candidates to practice a strong literature, language, and comprehension component with a balance of oral and written language that includes a focus on foundational literacy skills, oral and written language, and cross cutting themes in literacy. In addition, efforts will be made to provide candidates with opportunities, as practicable, during their clinical practice to learn about, and where possible, observe, how schools/teachers are using screening and diagnostic techniques to inform teaching and assessment and early intervention techniques, as appropriate to the credential and as identified in the TPEs and standard.
23. The District Support Providers for Interns and Cooperating Teacher for Student Teachers must collaborate with the program on the expectation for clinical practice settings related to providing, to the extent practicable, opportunities for candidates in clinical practice settings to observe and practice the concepts and strategies included in the California Dyslexia Guidelines.
24. Should an Intern or Student Teacher subject to this MOU fail to adhere to any of the above expectations, District will immediately inform the University and work with the University in an attempt to reach a

mutually acceptable outcome. If a mutually acceptable outcome cannot be reached between District and the University, District reserves the right to release any Intern or Student Teacher.

25. If the District finds that an Intern performs below standards acceptable to the District, after appropriate support and advice have been exhausted and is removed from the paid Intern position by the District, the District is to provide immediate written notification to the University.

INSURANCE

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

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

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

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

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

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

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

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the

extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

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

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

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

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

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

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

CONFIDENTIALITY

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

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

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees,

agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.

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

GENERAL TERMS

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

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

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

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

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

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

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

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

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

This Memorandum of Understanding may be executed and delivered by email signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

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

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

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

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

(Signatures on following page)

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

Alliant University, Inc.:

David Stewart, Interim Provost Alliant University, Inc.	Date

Address:

10455 Pomerado Rd.
San Diego, CA 92131

Bella Mente Montessori Academy:

Bella Mente Montessori Academy	Date

Address:
1737 West Vista Way
Vista, CA 92083

CONTRACT FOR EDUCATIONAL AND INSTRUCTIONAL PROGRAMS

BETWEEN

LOMA LINDA UNIVERSITY

AND

BELLA MENTE MONTESSORI ACADEMY

THIS AGREEMENT, made by and between **LOMA LINDA UNIVERSITY**, hereinafter called "the University" and **BELLA MENTE MONTESSORI ACADEMY** hereinafter called " the Facility."

WITNESSETH

THAT WHEREAS the University has established approved Educational Programs of special training covered by this Agreement and set forth in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "the Program"; and

WHEREAS the Program requires facilities where students can obtain the field learning experience required in the curriculum; and

WHEREAS the Facility has the appropriate setting and equipment needed by Program trainees as part of their practical learning experience;

NOW THEREFORE in consideration of the foregoing and of the mutual promises set forth herein, the University and the Facility agree as follows:

1. RESPONSIBILITIES OF THE FACILITY

1.1 The Facility will provide suitable experience situations as prescribed by the Program curriculum and objectives to be provided by the University under paragraph 2.3 below. It is understood that in no case shall students replace regular staff.

1.2 The Facility will designate appropriate personnel to coordinate and supervise the student's learning experience in the Program. This will involve planning between responsible University faculty and designated Facility personnel for the

assignment of students to specific cases and experiences, including selected conferences, work experiences, courses and programs conducted under the aegis of the Facility. The Facility will designate and submit in writing to the University the name and professional and academic credentials of a person to be responsible for the field training. That person will be known as the Education Supervisor. The Facility will notify the University in writing of any change or proposed change of the Education Supervisor.

1.3 The Facility will permit, on reasonable request, the inspection of its facilities by agencies charged with responsibility for accreditation of the University.

1.4 The Facility will withdraw a Program student if: (a) the achievement, progress, adjustment or health of the student does not warrant a continuation at the Facility, or (b) the behavior of the student fails to conform to the applicable policies, procedures or regulations of the Facility. The Facility will reasonably assist the University, if necessary, in implementing this withdrawal. In such event, said student's participation in the learning experience at the Facility shall immediately cease.

1.5 The Facility reserves the right, exercisable in its discretion after consultation with the University, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of the said Facility.

1.6 The Facility shall provide all equipment and supplies needed for instruction at the Facility. The student's name/identification badge shall be provided by the University. Such equipment and supplies will be subject to its availability.

1.7 The Facility may arrange necessary emergency care or first aid required by an accident occurring at the Facility for a University participant under this program and, except as herein provided, Facility will have no obligation to furnish medical care to any student. The cost for any and all medical care provided shall be borne by the University participant (student or faculty).

1.8 The Facility will provide the University with a copy of the written policies,

procedures and regulations which will govern the student's activities while at the Facility.

1.9 The Facility will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the University on forms provided by the University.

2. RESPONSIBILITIES OF THE UNIVERSITY

2.1 The University will withdraw a student from the related program at the Facility upon notice as set forth in paragraph 1.5.

2.2 It shall be the responsibility of the Academic Coordinator of the Education Program, after consultation with the Facility, to help plan the educational program for student educational experiences.

2.3 The University will provide the Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at the Facility.

2.4 The University will require all students to abide by the policies and procedures of the Facility while using its facilities and while at Facility. University students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of the Facility.

2.5 The University assures that all students are covered by health and liability insurance as set forth in paragraph 5. below.

2.6 The University will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

2.7 The University will agree that each student participating in Allied Health Programs shall be subject to criminal background check and drug/alcohol screening policy in effect at Facility during the time of the educational experience. Criminal activity disclosure and/or positive drug test results shall be submitted to the University Program Director for action according to University Policy.

2.8 The University will ensure that, prior to placement, each student will be skin tested for tuberculosis with the PPD test. University will determine frequency of retesting

for student(s) based on University Protocol and Guidelines.

2.9 The University will ensure that, prior to placement, each student will provide to University documentation of required immunization (s) as follows: (a) Measles, Mumps, Rubella (MMR); b) Tetanus/Diphtheria booster; c) Chickenpox; and d) Ruboela (2MMRs).

2.10 The University will provide to Facility a copy of a personal information sheet and a set of fingerprints for students if requested to do so by the Facility.

3. RESERVATION OF RIGHTS; PLACEMENT

The University reserves the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

4. DEPARTMENTAL LETTER AGREEMENTS AUTHORIZED

Recognizing that the specific nature of the educational experience may vary, it is agreed by the University and the Facility upon execution of this Agreement and within the scope of its provisions, the University departments may develop letter agreements with their counterparts in the Facility to formalize operational details of the Educational Program.

5. UNIVERSITY INSURANCE AND INDEMNIFICATION

The University shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

- A. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. Workers' Compensation coverage covering University's full liability as required under applicable state law.
- C. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties, against other

insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section 5.A. and B. shall not in any way limit the liability of University.

The University, upon the execution of this Agreement, shall furnish Facility with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to Facility of any cancellation of the above coverage.

The University hereby agrees to defend, indemnify, and save harmless the Facility from any liability, expense, causes of action, suits, claims, judgments or damages the Facility may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the act, failure to act or the negligence of the University, its employees, students, or authorized agents. The Facility agrees to give the University notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

6. FACILITY INSURANCE AND INDEMNIFICATION

The Facility shall provide at its sole cost and expense, coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and or self-insurance as follows:

- A. General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and an aggregate of three million dollars (\$3,000,000).
- B. Workers' Compensation coverage covering Facility's full liability as required under applicable state law.

It should be expressly understood, however, that the coverage required under this Section 6.A. and B. shall not in any way limit the liability of Facility.

The Facility, upon the execution of this Agreement, shall furnish University with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to University of any cancellation

of the above coverage.

The Facility hereby agrees to defend, indemnify, and save harmless the University from any liability or damage the University may suffer as a result of claims, demands, costs, or judgments against it arising out of the operation of the program covered by this Agreement resulting from the negligence of the Facility, its employees, or authorized agents. The University agrees to give the Facility notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

7. NONDISCRIMINATION

The Facility and the University agree that neither will unlawfully discriminate against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap. In addition, each party shall comply with all applicable federal, state and local discrimination laws including but not limited to the Civil Rights Act of 1964, the Equal Pay Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. In addition, either party shall comply with all requirements of any applicable affirmative action laws, including but not limited to Executive Order 11246. The Facility understands that the University is a religious nonprofit corporation and holds various rights, privileges and exemptions under federal and state constitutions and laws as an educational institution, including but not limited to 42 USC secs. 2000e-1, 2000e-2; Federal Executive Order 11246 (as amended); 41 CFR secs. 60-1.5(a)(5); 20 USC sec. 1681(a)(3); 34 CFR secs. 106.12(a) (b), 106.21, 106.31, 106.39, 106.40, 106.51 and 106.57; California Government Code sec. 12926(d)(1); and Title II, Division 4, Chapter 2, Sec. 7286.5 of the California Code of Regulations, the First Amendment to the United States Constitution and Article I, sec. 4 of the California Constitution. The University does not waive any of the foregoing rights, privileges, and exemptions by entering this Agreement.

8. TERMINATION

This Agreement will be effective on the last date of signature and shall continue for a period of five (5) years. Either party may terminate this Agreement upon ninety (90) days written notice to the other party except that if the University terminates the Agreement based on lack of funding, the ninety (90) day notice requirement shall not apply. The notice required under this clause shall be sent by certified registered mail.

If the termination date occurs while a student of the University has not completed his or her field learning experience at the Facility and is in good standing with the Facility, the student shall be permitted to complete the scheduled field learning experience, and the University and the Facility shall cooperate to accomplish this goal.

9. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge that they are independent contractors. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other or to exercise any such function for the other party, except as specifically provided herein. The Facility and the University shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to Facility for any salaries, insurance or other benefits.

10. CONFIDENTIALITY

The University will require students to maintain the confidentiality of patient information obtained during the field training experience at the Facility. All information obtained from students or clients, their records or computerized data is to be held in confidence and no copies of student or client records shall be made; provided, however, either party may disclose such confidential information if requested or required to disclose such information pursuant to any subpoena, civil investigative demand, or similar process or any law, rule, regulation or order. Failure to comply will result in the immediate

termination of this Agreement, as well as all other remedies available at law or in equity. It shall be required of students and supervising faculty that they not identify students or clients in papers, reports or case studies without first obtaining permission of the Facility and the student or client, utilizing the patient confidentiality policies and procedures of the Facility.

11. NONASSIGNMENT AND SUBCONTRACTING

This Agreement shall not be assigned or transferred by either party without the written approval of the other party. This Agreement (and its attachments, if any) constitute the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto.

12. GENERAL

This agreement is written for the benefit of the parties hereto, and to no other. The parties to this contract acknowledge that the Facility retains the professional and administrative responsibility for the services it provides. The parties understand that the Facility must comply with all law and regulations applicable to the running of the Facility.

13. NOTICES

Notices required under this Agreement shall be mailed to the parties at the following addresses:

University:

Office of the Dean,
School of Allied Health Professions
Loma Linda University
Loma Linda, CA 92354

Facility:

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

**14. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
OF 1996 (HIPAA).**

University agrees to inform all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent applicable. In addition, University agrees to provide students and faculty with training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with Facility's policies and procedures relative to HIPAA.

*(Remainder of page intentionally left blank.
Signatures of Parties appear on next page.)*

IN WITNESS WHEREOF, the authorized representative of the parties have executed this Agreement effective the last date of signature by and between **LOMA LINDA UNIVERSITY** and **BELLA MENTE MONTESSORI ACADEMY**.

University:

Facility:

LOMA LINDA UNIVERSITY
Nichol Hall, Room 1606
Loma Linda, CA 92350

BELLA MENTE MONTESSORI ACADEMY
1737 W Vista Way
Vista, CA 92083

By _____
Richard H. Hart, MD, DrPH
President

By _____
Erin Feeley,
Superintendent

Date: _____

Date: _____

By _____
Craig R. Jackson, JD, MSW
Dean
School of Allied Health Professions

By _____

Date: _____

Date: _____

By: _____
Aieshea Banks, PhD, CCC-SLP
SLPA Program Coordinator

Date: _____

EXHIBIT A

SCHOOL OF ALLIED HEALTH PROFESSIONS

Cardiopulmonary Sciences:

Polysomnography
Respiratory Therapy

Clinical Laboratory Science:

Clinical Laboratory Science
Phlebotomy

Communicative Sciences and Disorders:

Speech-Language Pathology
Speech-Language Pathology Assistant

Health Information and Informatics Management:

Coding Specialist
Health Information Administration
Health Informatics, MS

Nutrition and Dietetics:

Nutrition and Dietetics

Occupational Therapy:

Occupational Therapy

Orthotics and Prosthetics

Physical Therapy:

Physical Therapy
Physical Therapy Assistant

Physician Assistant

Radiation Technology:

Cardiac Electrophysiology
Diagnostic Medical Sonography
Medical Radiography
Nuclear Medicine Technology
Radiation Sciences
Radiation Therapy Technology
Radiologist Assistant
Special Imaging Technology/Computed Tomography, Magnetic Resonance Imaging/Cardiac and Vascular Imaging



Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-140672-1

Prepared By:	Ragha Daram	Customer Contact:	Gladys Espino
Customer Name:	Bella Mente Montessori Academy	Title:	Director of Support Services
		Address:	1737 W Vista Way
Contract Term:	12 Months	City:	Vista
Billing Frequency:	Annually		
Start Date:	July 1, 2026	State/Province:	California
End Date:	June 30, 2027	Zip Code:	92083
Payment Terms:	Net 30	Phone #	(760) 621-8948
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 1, 2026 to June 30, 2027

Quote Summary		
License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: July 1, 2026 to June 30, 2027	USD 1,824.83	USD 1,824.83
Total Contract : July 1, 2026 to June 30, 2027	USD 1,824.83	USD 1,824.83

License and Subscription Fees			
Subscription Period 1 License and Subscription Fees			
Product Description	Quantity	Unit	Price
PowerSchool Ecollect Forms SaaS	411.00	Students	USD 1,824.83
Subscription Period 1 License and Subscription Fees TOTAL:			USD 1,824.83
Total License and Subscription Fees :			USD 1,824.83

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_2024

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term of this quote, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Bella Mente Montessori Academy

Signature:

Signature:



Printed Name: Jon Scrimshaw

Printed Name:

Title: Chief Accounting Officer

Title:

Date: 18-FEB-2026

Date:

PO Number: _____



Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-169177-1

Prepared By:	Ragha Daram	Customer Contact:	Gladys Espino
Customer Name:	Bella Mente Montessori Academy	Title:	Director of Support Services
		Address:	1737 W Vista Way
Contract Term:	12 Months	City:	Vista
Billing Frequency:	Annually		
Start Date:	July 1, 2026	State/Province:	California
End Date:	June 30, 2027	Zip Code:	92083
Payment Terms:	Net 30	Phone #	(760) 621-8948
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 1, 2026 to June 30, 2027

Quote Summary		
License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: July 1, 2026 to June 30, 2027	USD 7,733.68	USD 7,733.68
Total Contract : July 1, 2026 to June 30, 2027	USD 7,733.68	USD 7,733.68

License and Subscription Fees			
Subscription Period 1 License and Subscription Fees			
Product Description	Quantity	Unit	Price
PowerSchool SIS Hosted Subscription	435.00	Students	USD 7,102.95
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 630.73
Subscription Period 1 License and Subscription Fees TOTAL:			USD 7,733.68
Total License and Subscription Fees :			USD 7,733.68

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_2024

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term of this quote, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:



Printed Name: Jon Scrimshaw

Title: Chief Accounting Officer

Date: 18-FEB-2026

PO Number: _____

Bella Mente Montessori Academy

Signature:

Printed Name:

Title:

Date:



Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-175267-2

Prepared By:	Ragha Daram	Customer Contact:	Gladys Espino
Customer Name:	Bella Mente Montessori Academy	Title:	Director of Support Services
		Address:	1737 W Vista Way
Contract Term:	12 Months	City:	Vista
Billing Frequency:	Annually		
Start Date:	July 1, 2026	State/Province:	California
End Date:	June 30, 2027	Zip Code:	92083
Payment Terms:	Net 30	Phone #	(760) 621-8948
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 1, 2026 to June 30, 2027

Quote Summary		
License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: July 1, 2026 to June 30, 2027	USD 9,711.62	USD 9,711.62
Total Contract : July 1, 2026 to June 30, 2027	USD 9,711.62	USD 9,711.62

License and Subscription Fees			
Subscription Period 1 License and Subscription Fees			
Product Description	Quantity	Unit	Price
Attendance Intervention Suite Subscription	380.00	Students	USD 6,495.48
Attendance Letters Subscription	380.00	Students	USD 2,471.15
Attendance Letters M/S	1.00	Hour	USD 744.99
Subscription Period 1 License and Subscription Fees TOTAL:			USD 9,711.62
Total License and Subscription Fees :			USD 9,711.62

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at:

https://www.powerschool.com/MSA_2024

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term of this quote, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

AIS Requirements Certification

Customer additionally confirms that it has reviewed and agreed to the representations in the attached Attendance Intervention Suite Addendum, which is incorporated herein by reference.

Attendance Intervention Suite Addendum

This Addendum addresses amended and additional terms to be included into the Main Services Agreement entered by the parties simultaneous to this Addendum (the “Agreement”). Except as set forth in this Addendum, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. Except as expressly stated herein, all terms shall use the definition supplied in the Main Services Agreement. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.

Certification

An authorized representative of Customer hereby certifies that as of the Effective Date:

- Customer has reviewed the Checklist of Requirements below.
- Customer is in full compliance with all items listed therein.
- All representations are accurate and complete.
- These requirements will be met for the duration of the Agreement.

Third-Party Data Integration Checklist of Requirements

Core Data Requirements

1. District / School Calendar:

- Customer can provide all planned non-attendance days.

2. Student Rosters:

- Customer confirms that rostering can happen through Clever, ClassLink, or OneRosterAPI applications.

3. Daily Attendance Data:

- Customer's SIS auto-generates daily CSV file with cumulative data in accordance with this template.

https://docs.google.com/spreadsheets/d/16J2MQEjY_SOp2Dqv1R2JuOLZzRP8nR1o/edit?gid=1362629649#gid=1362629649

- File includes absences, tardies, status modifications, and timestamps
- File can be and will be posted daily to designated SFTP server

4. Guardian Data:

- Customer's SIS auto-generates and sends Guardian CSV daily in accordance with this template.

https://docs.google.com/spreadsheets/d/1MwmrasxZgmXH32L4ahFcMp_anH4fRvOW/edit?rtpof=true&sd=true

- File includes unique guardian IDs for accurate matching

5. Staff Data:

- Customer can either i) use the Clever application to sync Teacher data only (Admin created manually); or ii) Customer can use ClassLink/OneRoster applications to import Teacher and Admin data automatically

By signing the quote to which this Addendum is attached, Customer certifies its compliance with the Checklist of Requirements listed above and agrees to the terms herein.



Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-212558-2

Prepared By:	Ragha Daram	Customer Contact:	Gladys Espino
Customer Name:	Bella Mente Montessori Academy	Title:	Director of Support Services
		Address:	1737 W Vista Way
Contract Term:	12 Months	City:	Vista
Billing Frequency:	Annually		
Start Date:	July 1, 2026	State/Province:	California
End Date:	June 30, 2027	Zip Code:	92083
Payment Terms:	Net 30	Phone #	(760) 621-8948
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 1, 2026 to June 30, 2027

Quote Summary		
License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: July 1, 2026 to June 30, 2027	USD 1,472.29	USD 1,472.29
Total Contract : July 1, 2026 to June 30, 2027	USD 1,472.29	USD 1,472.29

License and Subscription Fees			
Subscription Period 1 License and Subscription Fees			
Product Description	Quantity	Unit	Price
PowerSchool Enrollment Additional Language - Spanish	1.00	Each	USD 1,472.29
Subscription Period 1 License and Subscription Fees TOTAL:			USD 1,472.29
Total License and Subscription Fees :			USD 1,472.29

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_2024

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term of this quote, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Bella Mente Montessori Academy

Signature:

Signature:



Printed Name: Jon Scrimshaw

Printed Name:

Title: Chief Accounting Officer

Title:

Date: 18-FEB-2026

Date:

PO Number: _____



Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-212876-2

Prepared By:	Ragha Daram	Customer Contact:	Gladys Espino
Customer Name:	Bella Mente Montessori Academy	Title:	Director of Support Services
		Address:	1737 W Vista Way
Contract Term:	12 Months	City:	Vista
Billing Frequency:	Annually		
Start Date:	July 1, 2026	State/Province:	California
End Date:	June 30, 2027	Zip Code:	92083
Payment Terms:	Net 30	Phone #	(760) 621-8948
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 1, 2026 to June 30, 2027

Quote Summary		
License and Subscription Period(s)	License and Subscription	Total
Subscription Period 1: July 1, 2026 to June 30, 2027	USD 8,032.92	USD 8,032.92
Total Contract : July 1, 2026 to June 30, 2027	USD 8,032.92	USD 8,032.92

License and Subscription Fees			
Subscription Period 1 License and Subscription Fees			
Product Description	Quantity	Unit	Price
PowerSchool Enrollment Charter for PS SIS	435.00	Students	USD 8,032.92
Subscription Period 1 License and Subscription Fees TOTAL:			USD 8,032.92
Total License and Subscription Fees :			USD 8,032.92

Subscription Start and End Dates shall be as set forth above. The Start Date may be delayed based upon the date that PowerSchool receives this executed quote or Customer's purchase order if one is needed. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then-current rates and enrollment per existing terms of the executed agreement between Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or executed agreement between the parties (e.g., services billed on time and material basis will be invoiced when such services are incurred).

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

If Customer pays in advance for any professional services, all professional services must be scheduled and delivered within twelve (12) months of the applicable quote start date, unless otherwise agreed in writing by PowerSchool; any portion of any prepaid amount for professional services that has not been used within such twelve (12) month period will be forfeited.

This quote incorporates any statement of work attached hereto. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/MSA_2024

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term of this quote, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift, unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the applicable current contract term.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Bella Mente Montessori Academy

Signature:

Signature:



Printed Name: Jon Scrimshaw

Printed Name:

Title: Chief Accounting Officer

Title:

Date: 18-FEB-2026

Date:

PO Number: _____

LICENSE AGREEMENT

This Agreement effective **March 1, 2026**, is made and entered into by **Bella Mente Montessori Charter Academy** ("Licensee") and Document Tracking Services ("DTS") as Licensors, each a "Party" and collectively the "Parties".

1. Scope of Agreement

- 1.1 License. This License Agreement between Licensee and DTS covers Licensee's use of DTS's proprietary web-based application in accordance with the terms and conditions expressed herein.
- 1.2 Agreement to Be Bound. Licensee agrees to be bound by, and comply with, the terms of this License Agreement by (i) accessing and/or using the DTS Application and/or (ii) ratifying this License Agreement by signing below.

2. License and Right to Use. DTS hereby grants to Licensee a non-exclusive and non-transferable license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.

- 2.1 DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
- 2.2 Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.

3. Internet Areas. Neither Licensee nor any third party shall be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval of DTS.

4. Term of License. The term of this License Agreement is for **one (1) year** from the effective date noted at the top of this document.

5. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.

6. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS's secure server and will provide complete access to Licensee and its representatives. Licensee is solely responsible for the sufficiency, adequacy, and completeness of its content; for updating its content as necessary; and for proper implementation of any plans or procedures required by local, state, or federal law.

7. Security of Data. At all times, DTS will have complete security of Licensee's documents on dedicated servers that only authorized DTS personnel will have access to. All logins by DTS's authorized personnel will be stored and saved as to time of log-in.

- 7.1 Licensee may request in writing that DTS only store Licensee's documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.

8. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.

9. Customer Service. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.

10. Fees.

10.1 Licensee shall pay a fee of **\$425**.

10.2 Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.

10.3 Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.

10.4 DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.

11. Warranty.

11.1 Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.

11.2 The express warranties provided in this License Agreement are the sole and exclusive warranties made by DTS to Licensee. DTS makes no other warranty, express or implied, and Licensee assumes no warranty, express or implied, by use of the DTS Application. By accepting this Agreement, Licensee acknowledges that it is not relying on any implied warranties, including warranties of performance, fitness for a particular purpose or otherwise, or upon any representation or warranty outside those expressly contained in this Agreement.

12. Liability.

- 12.1 DTS will not be liable to Licensee for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.
- 12.2 The maximum aggregate liability of DTS under this License Agreement is limited to the fees received by DTS from Licensee for use of the DTS Application.
- 12.3 This limitation on DTS's liability applies whether the claims sound in warranty, contract, tort, infringement, or otherwise. Nothing in this License Agreement excludes any liability that cannot be limited as a matter of law.

13. Choice of Law and Venue. This License Agreement, and any dispute related to this License Agreement or arising from it, shall be governed exclusively by the laws of the State of California. The state and federal courts of the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of, or related to, this License Agreement or its formation, interpretation, or enforcement.

14. Severability. If any portion of this License Agreement is not enforceable under applicable law, it will not affect any other term of this Agreement.

15. Definitions.

- 15.1 Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

- 15.2 Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

16. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.

The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
1601 India Street, 503
San Diego, CA 92101
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: January 26, 2026

Licensee

By: _____

Date: _____

Bella Mente Montessori Charter Academy

Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2025 School Accountability Report Card, English (CDE Template)
2. 2026 School Plan for Student Achievement (CDE Template)
3. 2026 Comprehensive School Safety Plan (Custom Template)
4. 2026 Local Control and Accountability Plan (CDE Template)
5. Others to be identified as needed.

January 26, 2026

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

Re: Document Tracking Services

****PLEASE NOTE CORRECT DTS MAILING/REMIT ADDRESS****

INVOICE #9208306

Pursuant to the licensing agreement between Bella Mente Montessori Charter Academy and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [3/1/26 to 3/1/27]: \$425
Single School District

Total Balance Due: \$425

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
1601 India Street, 503
San Diego, CA 92101
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Document Tracking Service, LLC	
	2 Business name/disregarded entity name, if different from above. Document Tracking Services	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 1601 India Street, 503	Requester's name and address (optional)
6 City, state, and ZIP code San Diego, CA 92101		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)	Social security number [][][] - [][] - [][][][][] or Employer identification number 2 0 - 3 4 6 9 2 5 4
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person  Date 1/1/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



License: 646033

234 Venture Street
Suite 100
San Marcos CA 92078
760-759-2260

Contract Invoice

Invoice#: 1

Date: 02/17/2026

Billed To: Bella Mente Montessori Academy
1737 W. Vista Way
Vista CA 92083

Project: Bella Mente Bathroom Partitions
1737 W. Vista Way

Due Date: 03/17/2026

Terms:

Order#

Description	Amount
100% Billing for Belle Mente Bathroom Partitions	12,645.00
15% markup	1,896.75

*A service charge of 0.0000% per annum will be charged on all amounts
overdue on regular statement dates.*

Thank you for your prompt payment!

Non-Taxable Amount:	14,541.75
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	14,541.75

Pupil Behavioral Health Concerns and Youth Behavioral Health Policy Review

Focus: The school shall review referral volume, response times, and outcomes on a quarterly basis and shall submit findings to the Board of Directors for continuous improvement.

<i>TK-8 Grade Students Data Year</i>	<i>Number of Threat Assessments and Level</i>	<i>Number of Risk/Suicide Assessments</i>	<i>Harassment Assessment (ex.: Title IX/Documented Bullying)</i>
2025-2026	3 (decrease of 3 from SY 2024-2025)	11 (decrease of 13 from SY 2024-2025)	2 (same level as SY 2024-2025)
2025-2026	Low/Medium: 2 Medium: 1	No Risk: 1 Low: 4 Low/Moderate: 3 Moderate/High: 3	Level of Risk: N/A

Additional Information:

- Risk/Suicide Assessment Logs/Harassment Logs kept by School Counselor/School Psychologist
- Immediate response with the completion of a Risk Assessment/Threat Assessment/Harassment Assessment upon notification
- Available Resources are reviewed with parents and students after each assessment and during the school safety/re-entry meetings.
- Staff are notified of each student who requires mental health support/meetings after each assessment is completed.
- Follow-up determined during re-entry/parent meetings with School Counselor/School Psychologist/Palomar Counseling
- Risk Assessment Outcomes: All students receive increased counseling
 - Palomar Referrals- 8
- Threat Assessment Outcomes: All students received counseling, two participated in Restorative Conferences and one received In-School Suspension



AGENCY PARTNER AGREEMENT AND RELEASE OF LIABILITY

Valid from **JANUARY 2025** – **JANUARY 2026**

This Agreement is between **Feeding San Diego (FSD)** and **Bella Mente Montessori Academy**
Agency Name

As an Agency Partner of FSD, the organization named above agrees to comply with all FSD policies and procedures as outlined in the current FSD Agency Handbook, including those policies and procedures outlined in this agreement.

Agency Partner must be one of the following types of organizations with supporting documentation to be provided:

- A. Public Charity, or an organization wholly owned by a Public Charity, that either:
 - Was organized for and operates for the purpose of the care of and service to the ill, needy, or infants **or**
 - Uses Donated Product in a manner relating to and consistent with the organization's exempt purpose through programs that care for and serve the ill, needy, or infants.
- B. A Church that cares for or serves the ill, needy, and/or infants

The Agency Partner agrees:

- That the IRS eligibility requirements for receipt, storage, transfer, and use of donated Product under section Internal Revenue Code 170(e)(3) which includes not selling, transferring, bartering or offering for sale the items supplied by FSD in exchange for money, property or services, or otherwise allow the items to reenter commercial channels will be upheld;
- Receive, store, transfer, use, and handle Product safely and properly in accordance with applicable law. This includes all local, state, and Federal regulations, and FSD Agency Handbook standards;
- When transporting Products, Agency Partner will do so in a manner that prevents contamination and adulteration;
- To adhere to additional donor stipulations;
- To abide by the policies, procedures, and record keeping requirements of FSD;
- That all items are accepted in "as is" condition and requires gleaning (if more than 40% of Product is considered bad through gleaning, you must contact your Coordinator immediately);
- To pay the handling fees assessed by FSD;
- To not engage in discrimination in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military, or status as a protected veteran;
- To allow FSD to monitor the Agency Partner regularly;
- That in the event of a disaster, Agency Partner will operate as a location for emergency food resources above and beyond normal operational hours, if safe and able to do so;
- Maintain a procedure for determining that the final recipient of the Donated Product is ill, needy, or an infant, such as using self-declarations of need or other intake processes;
- The original Donor, FSD, and Feeding America are released by the Agency Partner from any liabilities resulting from the donated Product;



- Hold harmless and indemnify the original donor, FSD, and Feeding America from any claims or obligations arising from Donated Product, or conditions or activities at Agency Partner locations;
- The original Donor, FSD, and Feeding America offer no express warranties in relation to the Product;
- Will not redistribute food to any other entity, including other charities or religious organizations, nor distribute food at any site or program except those approved in writing by FSD;
- To not Use any Donated Product for business meetings, including, without limitation, committee meetings and other functions where business is conducted relating to Agency Partner;
- Not consume any Donated Product (food or non-food), including consumption of beverages by volunteers when carrying out assigned duties or use Donated Product to compensate or provide incentives to staff or volunteers;
- May not participate in an FSD related Food Rescue Pick-up Program without a signed Partner Food Rescue Program Agreement with FSD;
- Will take appropriate administrative and technical measures designed to protect individual privacy and data confidentiality and security;
- Will maintain records such as monthly household count, temperature logs, pest invoices and other documents for a minimum of 1 year - including documenting Product received through an Agency Partner Enabled Food Rescue Pick-up Program with MealConnect.

The Agency Partner named above is approved to operate the following food distribution models (check all that apply) and agrees to comply with all local, state, and federal regulations specific to these types of distributions, including guidelines listed in the FSD Agency Handbook:

- ☒ Pantry Program
- ☐ Large Scale Distribution
- ☐ Meal or Grocery Delivery
- ☐ On-Site Meal Program
- ☐ Agency Sponsored Program (see attached addendum to this agreement)

The agency partner named above has been approved by FSD to access food through the following sources and will abide by all program requirements as listed in any corresponding trainings and handbooks:

- ☒ Agency Express 3 (pick up and/or delivery)
- ☐ Mobile Marketplace
- ☒ Food Rescue (see attached document for food rescue agreement and store schedule)

In accordance with this Agreement, I understand:

- A. Either Party can terminate partnership effective immediately, with or without cause, upon notification to the other Party.
- B. The Agency Partner will be considered inactive, if not ordering or receiving product, or participating in Food Rescue/FoodShare from FSD for a minimum of one (1) month. After six (6) months of being inactive, this inactive status signifies partnership termination. The Agency



Partner may reapply for partnership with FSD by submitting a new partner application and upon approval after completing the agency partner application process.

- C. If at any time an Agency Partner feels they have been wrongly terminated, the agency's Chief Executive Office/ Executive Director/ Pastor may file a grievance as outlined in the Agency Handbook.

By executing this Agreement, the Agency Partner hereby authorizes FSD to enter into, on behalf of the Agency Partner, any and all agreements or other legal documents with any donor that such donor may require in connections FSD's and/to the agency partner's participation in such donor's program, which agreements and other legal documents may include, but are not limited to including, the following in favor of the donor: waivers, releases of liability, disclaimer acknowledgements, indemnities, obligations related to participation in the donor's program, and stipulations regarding storage, handling, use and distribution of donated products. Any such agreement or other legal document entered by FSD on behalf of the Agency Partner will be binding with full legal force and effect on the Agency Partner. Agency Partner shall fully comply with the terms thereof and indemnify, defend and hold harmless FSD for any non-compliance on the part of the Agency Partner.

All FSD policies and procedures, including those outlined in this agreement and Agency Handbook are subject to change without notice. All current FSD policies and procedures can be found in the current Agency Handbook, which can be accessed by visiting the partner portal section of www.feedingsandiego.org.

Signing below, on behalf of the Agency Partner named above, I certify that I accept and agree to abide by all terms, conditions, policies, and procedures outlined by FSD in the current Agency Handbook, including those outlined in this agreement. This agreement is binding for one year from the date signed, at which time, all Agency Partners will be required to sign a new agreement and liability release. Please note that prior partnership does not guarantee future partnership.

Signature of Agency Partner Chief Executive/Executive Director/Pastor

Date

Print Name of Agency Partner Chief Executive/Executive Director/Pastor

Print Title

To be Completed by Feeding San Diego (FSD):

Signature of FSD Neighborhood Partnerships Manager

Date

FSD Neighborhood Partnerships Manager



**Bella Mente
Academies**

Teacher Evaluation System Manual

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Introduction

The BMMA Teacher Evaluation System

Primary Purposes:

- Optimize student learning and growth
- Improve the quality of instruction by ensuring accountability for classroom performance and teacher effectiveness
- Contribute to successful achievement of the goals and objectives defined in the vision, mission, and goals of Bella Mente Montessori Academy
- Provide a basis for instructional improvement through productive teacher performance appraisal and professional growth
- Implement a performance evaluation system that promotes collaboration between the teacher and evaluator to improve self-growth, instructional effectiveness, and improvement of overall job performance

Distinguishing Characteristics:

- A focus on the relationship between professional performance and improved learner academic achievement
- A procedure for conducting performance reviews that stresses accountability
- Promotes professional improvement, and increases the involvement of teachers in the evaluation process
- A support system for providing assistance when needed

Employment Status and Handbook Relationship

This Teacher Evaluation System is a tool for professional growth and performance feedback and does not alter the at-will employment relationship between the employee and Bella Mente Montessori Academy.

Nothing in this handbook shall be interpreted as a guarantee of continued employment, progressive discipline, or specific evaluation outcomes. Employment decisions remain at the sole discretion of the School in accordance with the Employee Handbook.

This Teacher Evaluation Handbook is intended to support professional growth and does not create a contract of employment or alter any policies, rights, or obligations outlined in the Employee Handbook.

The School retains sole discretion in interpreting and applying this evaluation system.

All evaluation documents are considered personnel records and will be maintained in accordance with Employee Handbook policies regarding confidentiality, access, and record retention.

The California Standards for the Teaching Profession

The BMMA Teacher Evaluation System is grounded in the California Standards for the Teaching Profession.

They are specifically referenced in the following system documents:

- Goal(s) Setting for Student Progress Form
- Observation Form
- Mid-Year Teacher Evaluation
- Summative Evaluation
- Performance Improvement Plan

California Standards for the Teaching Profession (CSTP)

The following provides the broad CSTP language, elements that serve to clarify the intention of the standard and help define key components of teaching within the standard, and example indicators of how a teacher might demonstrate the standard or the element within their own teaching. The elements and the example indicators are not intended to be a comprehensive or required list of behaviors. Rather, they illustrate the standard or the element in teacher practice.

CSTP 1: Engaging and Supporting All Students in Learning

Teachers apply knowledge about each student to activate an approach to learning that strengthens and reinforces each student's participation, engagement, connection, and sense of belonging.

Element 1A: Focus on Students

1A: Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning.

Element 1A Example Indicators

Teachers



- 1A–1: Create learning experiences that support the academic, behavioral, cognitive, functional, cultural, linguistic, physical, and social–emotional development of each learner.
- 1A–2: Articulate, plan, and implement learning experiences to support each student in meeting pre-K–12 content and performance standards.
- 1A–3: Use knowledge of students and a variety of evidence-based approaches to inspire, engage, and strengthen each student’s intrinsic motivation to embrace new learning challenges.
- 1A–4: Implement support systems for student access to learning opportunities that comply with legal requirements and include formal accommodations or modifications.
- 1A–5: Create a classroom community where each student is given choices, is valued, and experiences active and equitable participation in learning and success.

Element 1B: Knowledge of Students

1B: Teachers elicit and solicit knowledge of each student’s assets and needs, including cognitive, cultural and linguistic, social–emotional, and physical and developmental capacities, in the service of increasing active engagement in learning.

Element 1B Example Indicators

Teachers

- 1B–1: Affirm each student’s cultural, linguistic, and racial identities by actively seeking knowledge and approaches for creating culturally and linguistically responsive and sustaining learning opportunities.
- 1B–2: Create learning opportunities that draw on students’ interests, prior experiences, culture, and linguistic assets to support active engagement for each learner.
- 1B–3: Integrate student voice in planning and sustaining classroom structures and practices by including student participation and encouraging students to provide feedback.
- 1B–4: Provide learning experiences for language acquisition, using evidence-based approaches that leverage students’ linguistic assets and address the diverse needs of all students.
- 1B–5: Respond to and implement support for students’ social–emotional well-being and mental health needs, including those of students who have experienced trauma, homelessness or other situations.

Element 1C: Student Backgrounds and Family Engagement

1C: Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student’s learning needs, health, and well-being and are

responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning.

Element 1C Example Indicators

Teachers

- 1C–1: Determine the most effective strategies for communicating with families, guardians, and caregivers, including those from under-resourced communities and those who communicate in languages other than English, to explicitly and systematically increase positive connections.
- 1C–2: Apply evidence-based principles of effective family engagement in partnering with families, guardians, and caregivers to achieve equitable outcomes for every student.
- 1C–3: Create reciprocal partnerships with families, guardians, and caregivers to better understand students' and families' lives and to work together to enhance student learning experiences.
- 1C–4: Engage in reciprocal communication about learning, academic, and social–emotional expectations with families, guardians, and caregivers and share systems of instruction and support.
- 1C–5: Maintain responsive, understandable, timely, and accessible communications with families, guardians, and caregivers about student progress and accomplishments.

Element 1D: Diversity and Equity

1D: Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.

Element 1D Example Indicators

Teachers

- 1D–1: Establish and maintain positive relationships with each student to promote understanding, respect, and affirmation of diversity.
- 1D–2: Recognize their own explicit and implicit biases and implement strategies and tools to counter those biases in order to create an inclusive learning community where each student's unique experiences are seen and used as educational assets.
- 1D–3: Improve student outcomes by addressing individual student assets and needs while creating equitable outcomes for all.
- 1D–4: Close achievement and opportunity gaps among student groups, focusing on groups with disabilities and those with diverse cultural, racial, self-identity, linguistic, and socioeconomic backgrounds.

CSTP 2: Creating and Maintaining Effective Environments for Student Learning

Teachers create and uphold a safe, caring, and intellectually stimulating learning environment that affirms student agency, voice, identity, and development and promotes equity and inclusivity.

Element 2A: Learning Environment

2A: Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social–emotional growth.

Element 2A Example Indicators

Teachers

- 2A–1: Support students in embracing diversity by engaging in and facilitating positive interactions in an inclusive and equitable climate with respect to cultural, linguistic, social, religious, and economic backgrounds; learning differences; gender and gender identity; sexual orientation; and family structure.
- 2A–2: Leverage the diverse cultural and linguistic backgrounds, goals, interests, and abilities of each student to build trusting relationships that ensure that each student learns and thrives.
- 2A–3: Engage with students in appreciating their own identities and the identities of others and viewing themselves as valued contributors to the community.
- 2A–4: Encourage constructive interactions among students by modeling, teaching, and practicing skills such as effective communication, emotional self-regulation, conflict resolution, and problem-solving.
- 2A–5: Nurture students' leadership capacities by facilitating opportunities for students to apply those capacities in purposeful and meaningful ways.

Element 2B: Student Behavior

2B: Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate productive interactions to maximize opportunities for each student to learn and thrive.

Element 2B Example Indicators

Teachers

- 2B–1: Recognize the underlying causes of student behavior, including developmental and individual social–emotional needs.



- 2B–2: Use evidence-based knowledge to create developmentally appropriate systems and practices that support both individual and collective student growth toward skills that students need in order to meet standards of behavior.
- 2B–3: Employ culturally responsive and developmentally appropriate and relevant norms, procedures, and supports to strengthen positive behavior and celebrate success.
- 2B–4: Create and maintain a climate where students feel a sense of belonging and responsibility for their own and one another’s learning and well-being.
- 2B–5: Implement trauma-informed practices and developmentally appropriate positive behavioral interventions and supports that apply restorative justice and conflict resolution practices with individual students.

Element 2C: Organizational and Resource Management

2C: Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive.

Element 2C Example Indicators

Teachers

- 2C–1: Implement student-focused learning that is culturally and linguistically responsive and sustaining when designing classroom and school schedules, routines, procedures, and support systems.
- 2C–2: Organize available resources—time, instructional materials, physical space, and people—within the classroom and across the school to maximize conditions that support student learning and well-being.
- 2C–3: Coordinate logistics and resources needed to facilitate students’ in-person and remote learning.
- 2C–4: Understand and implement health, safety, and emergency procedures to ensure the collective and individual well-being of all students.
- 2C–5: Ensure that digital and physical spaces, along with materials, are accessible to accommodate learning and support for students with disabilities and to meet legal requirements.

Element 2D: Inclusive Environment

2D: Teachers build on students’ assets—students’ abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences—to ensure that students’ identities are included in classroom interactions and future learning experiences.

Element 2D Example Indicators

Teachers

- 2D–1: Recognize and understand students’ commonalities and differences in order to facilitate experiences that enable each student to fully participate and grow.
- 2D–2: Anticipate student variability and provide appropriate guidance, instruction, resources, and supports to enhance each student’s access to challenging learning experiences.
- 2D–3: Develop and sustain opportunities for students to reflect on, cultivate, and practice social–emotional skills in ways that are developmentally appropriate and culturally and linguistically responsive and sustaining, to optimize equitable academic learning experiences.
- 2D–4: Support students in learning and practicing ways to express thoughtful and respectful feedback and opinions about others’ learning and well-being as well as their own.

CSTP 3: Understanding and Organizing Subject Matter for Student Learning

Teachers integrate content, processes, materials, and resources into coherent, culturally relevant, and equitable curricula that engages and challenges students to develop the academic and social–emotional knowledge and skills required to become competent and resourceful learners.

Element 3A: Knowledge of Subject Matter and Pedagogy

3A: Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students’ social–emotional and language development.

Element 3A Example Indicators

Teachers

- 3A–1: Explicitly address content and instructional strategies outlined in pre-K–12 state adopted standards, curriculum frameworks, and technology guidelines.
- 3A–2: Integrate content-based curriculum, resources, and evidence-based teaching practices with culturally and linguistically responsive and sustaining learning experiences that promote student learning.

- 3A–3: Apply their knowledge of subject matter concepts, themes, diverse perspectives, and relationships to broaden and deepen each student's academic and social–emotional learning.
- 3A–4: Arrange subject matter and skills into developmental sequences that facilitate each student's content learning, language acquisition, and social–emotional development.
- 3A–5: Promote subject-specific language and literacy development for all students by using California's ELA/ELD Framework, ELA/Literacy Standards, ELD Standards, English Learner Roadmap, and Preschool and Transitional Kindergarten Learning Foundations for Language and Literacy.

Element 3B: Connecting Subject Matter to Real-World Contexts

3B: Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful.

Element 3B Example Indicators

Teachers

- 3B–1: Prioritize students' assets, experiences, and knowledge to design meaningful pre- K–12 standards-based lessons that connect to practical and relevant applications.
- 3B–2: Complement subject matter content with examples, current events, the arts, and other resources that reflect culturally, racially, and linguistically diverse experiences, people, settings, and themes to which students can relate.
- 3B–3: Review subject matter content, including examining sources of explicit and implicit biases, and organize curriculum to promote understanding of and respect for different experiences, perspectives, and circumstances.
- 3B–4: Design relevant activities and experiences in which students take an active role in the direction and application of their learning.
- 3B–5: Incorporate digital literacy and citizenship into lessons, including technical skills, privacy safeguards, and the ethical use of social media, copyrighted materials, and artificial intelligence (AI).

Element 3C: Curriculum and Resources for Specific Students and Student Groups

3C: Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social–emotional concepts, to promote each learner's growth.

Element 3C Example Indicators

Teachers

- 3C–1: Prioritize and organize curricula at appropriate levels and make necessary adjustments and accommodations, based on student data.
- 3C–2: Match accessible subject matter content, materials, and equipment to rigorous, relevant, and developmentally appropriate learning sequences.
- 3C–3: Address the strengths and needs of students who require specific academic, linguistic, social–emotional, and physical accommodations, to provide equitable access to critical content.
- 3C–4: Focus on content and skill development goals outlined in formal learning plans for students with learning differences and disabilities
- 3C–5: Use the California Practitioners’ Guide for Educating English Learners with Disabilities and the California Dyslexia Guidelines to address the relevant learning needs of specific individual students.
- 3C–6: Use the English language development standards, the English Learner Roadmap, and levels of language acquisition to guide the selection and organization of subject matter materials appropriate for individual English learners.

Element 3D: Content and Skills across Subjects

3D: Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter.

Element 3D Example Indicators

Teachers

- 3D–1: Integrate key concepts, themes, and connections across subject matter areas.
- 3D–2: Establish linkages within and across disciplines and grade levels, using student content standards and state curriculum frameworks.
- 3D–3: Extend students’ interests in learning new or challenging content with inquiry-based learning experiences or projects focusing on real-world applications.
- 3D–4: Empower students to work on areas for growth and learn new content by integrating their interests with pre-K–12 subject matter and social–emotional strengths.
- 3D–5: Provide materials and processes that enable students to learn and practice career and social–emotional skills, such as self-reflection, decision-making, creativity, critical thinking, and collaborative problem-solving.

Element 3E: Curriculum Materials and Resources

3E: Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social–emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.

Element 3E Example Indicators**Teachers**

- 3E–1: Employ the full range of materials, resources, and technologies provided by the school and the district to support students in meeting individual and collective learning goals.
- 3E–2: Select and use materials and tools that are needed for effective in-person and remote learning experiences.
- 3E–3: Use specific materials, resources, and technologies to support differentiated student learning of the subject matter content and skills.
- 3E–4: Use learning materials and resources that reflect diverse cultures, races/ethnicities, and languages to support socially and emotionally relevant subject matter content and skills.
- 3E–5: Review materials and resources for bias and thoughtfully consider whether they are appropriate for learning experiences directed toward meeting intended content and equity outcomes.

CSTP 4: Planning Instruction and Designing Learning Experiences for All Students

Teachers set a purposeful direction for instruction and learning activities, intentionally planning and enacting challenging and relevant learning experiences that foster each student's academic and social–emotional development.

Element 4A: Planning Instruction for Student Learning

4A: Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests.

Element 4A Example Indicators**Teachers**

- 4A–1: Determine how they teach by considering what students need to learn in order to meet expectations and goals.



- 4A–2: Consult pre-K–12 standards, frameworks, curriculum guides, and professional sources to integrate effective instructional methods for students to learn subject matter and social–emotional competencies.
- 4A–3: Structure written plans to articulate how activities and resources—e.g., teacher activities, general student activities, special accommodations, materials, equipment—will be used to create targeted learning experiences to achieve student goals and learning outcomes.
- 4A–4: Collaborate with diverse groups of colleagues to identify and recognize barriers to equitable access to effective instruction and determine remedies—for individuals and student groups—to include in instructional plans.
- 4A–5: Review instructional plans after teaching, comparing intended and realized student experiences, instruction, and student learning outcomes, to determine areas of success as well as areas where revising and reteaching may be needed.

Element 4B: Designing and Developing Instruction for Student Learning

4B: Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach.

Element 4B Example Indicators

Teachers

- 4B–1: Consider subject-matter expectations, student identities and interests, student data, social–emotional development goals, curriculum plans, and resources to structure learning activities and to design instruction that enables individual students and student groups to progress.
- 4B–2: Vary the types of instructional and teaching strategies used, to maximize student engagement in learning, and present opportunities for students to practice different ways of learning.
- 4B–3: Sequence short-term and long-term instruction and support to reflect student learning goals, district and school priorities, subject-matter curricula, and social–emotional development.
- 4B–4: Cross-check the alignment of curriculum, instruction, assessment, and professional practice.
- 4B–5: Deliberately incorporate culturally and linguistically responsive and sustaining teaching and learning experiences into instruction that actively supports student agency.

Element 4C: Facilitating Instruction for Student Learning

4C: Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy.

Element 4C Example Indicators

Teachers

- 4C–1: Teach and reteach key concepts and skills so that each student has opportunities to engage meaningfully in learning and reach identified goals.
- 4C–2: Use curricular and instructional plans to initiate teaching, and adjust their practice to refocus instruction, based on students' engagement, interests, strengths, and needs.
- 4C–3: Facilitate self-directed learning, teacher-student interactions, and collaborative group experiences that build students' responsibility for their learning.
- 4C–4: Provide students with a variety of ways to demonstrate their learning.
- 4C–5: Conduct and support productive student learning experiences that are offered in person or remotely.

Element 4D: Adapting Instruction for Student Learning

4D: Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.

Element 4D Example Indicators

Teachers

- 4D–1: Modify and scaffold instruction, based on evidence-based principles of learning and development.
- 4D–2: Group and regroup students in ways that promote academic and social–emotional development.
- 4D–3: Build flexible pathways, processes, and interventions for student engagement that are inclusive and that support student success.
- 4D–4: Determine what content, skills, instructional strategies, and learning experiences must be adjusted so that each learner progresses, paying particular attention to students with disabilities, students with Individualized Education Programs (IEPs), high-achieving students, and English learners.

- 4D–5: Differentiate and individualize learning experiences to engage and challenge learners who have mastered content.

CSTP 5: Assessing Students for Learning

Teachers employ equitable assessment practices to help identify students' interests and abilities, to reveal what they know and can do, and to determine what students need to learn. Teachers use varied assessment information to advance and monitor student progress as well as to guide their own and students' actions to improve learning experiences and outcomes.

Element 5A: Understanding and Using Assessments

5A: Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being.

Element 5A Example Indicators

Teachers

- 5A–1: Deepen and refine their knowledge and understanding of various performance tasks and assessments—diagnostic, formative, and summative—and focus on the information that these assessments provide, along with how it is used in their classroom, school, and district.
- 5A–2: Administer assessments that fit specific purposes aligned to acquiring relevant and useful information about the knowledge, skills, abilities, and interests of individual students and student groups.
- 5A–3: Informally assess students' application of academic and social–emotional content and skills, based on consistent interactions with students.
- 5A–4: Incorporate developmentally appropriate student self-assessment, using supports, (e.g., reflections, rubrics, graphic organizers, learning targets, and success criteria) to guide students.
- 5A–5: Use bias-free and culturally and linguistically responsive assessments that best help students reach learning and social–emotional goals.
- 5A–6: Support student agency by providing options for students to demonstrate their understanding of pre-K–12 standards and subject matter.

Element 5B: Interpreting and Using Assessment Data to Inform Student Learning

5B: Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally

appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning.

Element 5B Example Indicators

Teachers

- 5B–1: Systematically check for student understanding, through observation, analysis of student work, and use of student questions and feedback, to revise curricular and instructional plans.
- 5B–2: Draw on multiple sources of information to design and implement equitable and accountable reporting and grading practices that reflect student learning.
- 5B–3: Disaggregate summative, formative, and perception data to create student learning experiences that are specific and differentiated for each learner, in order to meet identified goals.
- 5B–4: Examine and interpret student performance data to develop and implement equitable and culturally and linguistically responsive plans for student learning.
- 5B–5: Use technology-enhanced resources and programs that extend capacity to monitor and document student progress accurately and equitably.

Element 5C: Communication of Assessment and Data

5C: Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress.

Element 5C Example Indicators

Teachers

- 5C–1: Involve students in developmentally appropriate self-assessment, goal setting, and monitoring of progress, and provide students with options to revise work and demonstrate growth.
- 5C–2: Engage students, in developmentally appropriate ways, in discussing the assessments they take—what the assessments are, why they are important, formats and directions, how data are used, and, specifically, the ways that the assessment results affect them individually.
- 5C–3: Facilitate conversations and reflections with students, families, and guardians regarding students' areas of strength and opportunities for growth.



- 5C–4: Collaborate with specialists to accurately interpret assessment results that apply to the broad range of students with disabilities, as well as to accelerated students, multilingual learners, and students who have targeted learning plans.
- 5C–5: Articulate goals and working agreements with peers for collecting and exchanging student data that comply with laws and policies related to recording and sharing student information, data access and privacy, and individual and group reporting.

Element 5D: Assessment for Continuous Improvement

5D: Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.

Element 5D Example Indicators

Teachers

- 5D–1: Apply a variety of methods, including using digital tools, to collect feedback, organize and analyze multiple data sources, and maintain ongoing and comprehensive records of group and individual progress over time.
- 5D–2: Use performance and perception data, along with student and professional expectations and standards, to guide, monitor, support, and improve curriculum, instruction, and student learning.
- 5D–3: Collaborate with colleagues to foster conditions in which assessment data are used to create a comprehensive and balanced assessment system at the classroom, school, and district levels.
- 5D–4: Work with peers to structure data analysis routines to reflect on and collaborate on ways to implement appropriate and effective use of assessments to achieve equitable outcomes.
- 5D–5: Work with school and district leaders and with families, guardians, and caregivers to gather information about patterns of student performance, especially performance of historically under-resourced students, to inform priorities for equitable academic and social–emotional resource allocations.

CSTP 6: Developing as a Professional Educator

Teachers develop as effective and caring professional educators by engaging in relevant and high-quality professional learning experiences that increase their teaching capacities, leadership development, and personal well-being. Doing so enables teachers to support each student to learn and thrive.

Element 6A: Reflection on Practice

6A: Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness.

Element 6A Example Indicators**Teachers**

- 6A–1: Reflect on and analyze their teaching practice and their own social–emotional competencies and how these teacher capacities contribute to each student’s learning and well-being.
- 6A–2: Develop and deepen the skills necessary to sustain ongoing reflection and self-awareness of strengths and areas for growth.
- 6A–3: Analyze their instructional successes and dilemmas to create next steps.
- 6A–4: Examine their personal attitudes and biases to understand how these influence equitable and culturally responsive and sustaining student learning and performance outcomes.
- 6A–5: Reflect on their personal code of ethics, which guides how they teach historically and persistently underserved students.

Element 6B: Focused Professional Learning

6B: Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social–emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals.

Element 6B Example Indicators**Teachers**

- 6B–1: Use reflection and feedback to create professional goals, at each stage of their careers, that are challenging and relevant to continuous growth as an educator.
- 6B–2: Engage in professional learning, focused on current, evidence-based content and pedagogy, offered through the county, district, school or by outside agencies.
- 6B–3: Choose professional learning opportunities and experiences that incorporate relevant, active, and ongoing learning and that address the need to ensure that every student makes progress.
- 6B–4: Establish peer-to-peer learning that capitalizes on observation and feedback designed to bolster their own and other educators’ improvement in key areas.

- 6B–5: Deepen their cultural responsiveness and anti-bias capabilities by appropriately using approaches and tools that build on students’ backgrounds, interests, and experiences and that positively affect students’ learning and well-being.

Element 6C: Collaboration with Colleagues

6C: Teachers collaborate with colleagues in developing a common understanding of effective practices for students’ academic and social–emotional development. This common understanding informs teaching and supports practices that meet students’ diverse learning interests, strengths, and needs.

Element 6C Example Indicators

Teachers

- 6C–1: Commit to making their practices more transparent by working with colleagues to set clear purposes, goals, and working agreements that support sharing their practices and that result in a safe and supportive environment.
- 6C–2: Invite feedback from colleagues, mentors, and supervisors and, after considering that feedback, apply what they have learned to strengthen teaching effectiveness and student learning experiences.
- 6C–3: Accept personal responsibility for upholding professional standards and improving student learning outcomes, and support colleagues in being similarly accountable.
- 6C–4: Co-develop and sustain a community of practice that promotes professional growth and support around mutually agreed-upon student learning goals and outcomes.
- 6C–5: Interact with peers, administrators, learning specialists, counselors, paraeducators, and other staff members to develop their expertise in working with the diverse learning needs, interests, and strengths of all students.

Element 6D: Collaboration with Families, Guardians, and the Community

6D: Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student’s growth and well-being.

Element 6D Example Indicators

Teachers



- 6D–1: Engage in experiences where they respectfully listen to and learn from families, guardians, and community partners about the diverse assets and needs in the communities represented by their students.
- 6D–2: Work with families, guardians, and community partners to identify local academic and social–emotional support services, including trauma, health, and mental health resources, that can be directed toward improving the well-being of students.
- 6D–3: Participate, with families, guardians, local education agencies, and community partners, in efforts to coordinate in-school and out-of-school care, learning, and enrichment opportunities.
- 6D–4: Support school relationships with universities and businesses to create extended learning opportunities and to get updated information about what students need to know and be able to do, upon graduation, for college and career success.
- 6D–5: Participate in the development of formal learning plans, student study teams, Individual Education Programs (IEPs), and support plans that provide insights from each teacher’s area of instructional expertise to help ensure that specialized instructional supports for students are authentic and meaningful.

Element 6E: Ethical Conduct and Professional Responsibilities

6E: Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student’s learning and well-being.

Element 6E Example Indicators

Teachers

- 6E–1: Perform non-instructional (or adjunct) duties in accordance with school and district guidelines, policies, contracts, and other applicable expectations.
- 6E–2: Interact respectfully and supportively with students, colleagues, families, guardians, and community members inside and outside the classroom.
- 6E–3: Understand and comply with relevant laws and policies related to students’ rights and responsibilities; reporting mandates for students’ learning, behavior, health, and safety; and confidentiality protections for students, staff, and families.

- 6E–4: Implement legal imperatives that address each student’s learning requirements by making accommodations and modifications, especially for students with disabilities and those with targeted goals.
- 6E–5: Follow guidelines for the legal, social, and ethical use of technology with students and all members of the school community.

Element 6F: Activating Access and Equity

6F: Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive.

Element 6F Example Indicators

Teachers

- 6F–1: Acknowledge their own explicit and implicit biases and learn practices to eliminate biases that disadvantage students on the basis of their identities and lived experiences or those of their families.
- 6F–2: Identify and address systemic biases that derive from economic, social–emotional, racial, religious, linguistic, cultural, physical, cognitive, gender-based, or other sources of educational disadvantage or discrimination.

Evaluation Process

All teachers in Bella Mente Montessori Academy will be evaluated pursuant to the guidelines in the Teacher Evaluation System Manual. All evaluations are to be completed by June 15 and submitted to the Human Resources Department by June 30. Page 8 details the evaluation schedule.

“New teachers” are defined as those in their first or second year of employment in their current position at BMMA. This also includes all in-house substitutes. “New teachers” will be observed a minimum of twice their first year. One of these observations will occur prior to December 1 and the other by March 15.

Additionally, “new teachers” will receive a mid-year review using the Mid-year Teacher Evaluation form (Page 19). “New teachers” will receive an end-of-year evaluation using the Summative Evaluation form (Page 21). **New teachers who are onboarded after the start of the school year will have a different observation schedule as determined by their supervisor.**

“Continuing teachers” who are “on year” will be observed a minimum of once a year by March 15. They *may* receive a mid-year review using the Mid-year Teacher Evaluation

Form. “On year” teachers will receive an end-of-year evaluation using the Summative Evaluation form (Page 21).

For both “New teachers” and “Continuing teachers,” Leadership routinely conduct walk-throughs throughout the year. These walk-through evaluations are shared with the teachers to provide timely feedback and factor in, along with formal observations, in the Summative Evaluation.

At the end of an evaluation cycle, the evaluator submits copies of the Goal(s) Setting for Student Progress Form, Formal Observation Form(s), the Mid-year Teacher Evaluation Form (as appropriate) and the Summative Evaluation to Human Resources.

If non-renewal of a teacher is anticipated, the evaluation and related conference ideally occurs by February 15. The evaluator submits the signed Summative Teacher Evaluation to the Human Resource Department within 10 calendar days of completing the conference.

All teachers will submit to a conference with their evaluator regarding a completed Goal(s) Setting for Student Progress Form at the beginning and end of the year annually. Best practice indicates this be completed within the first six(6) weeks of school. Page 9 offers resources for writing and reviewing these goals.

Prior to the first week of school or within five school days of being hired, teachers will be notified regarding the timelines and expectations of the Teacher Evaluation System as it is assigned to them in the current academic year.

Participation in the evaluation process and completion of evaluation documents are expectations of employment; however, the absence or delay of any evaluation step does not alter the at-will employment relationship or limit the School’s ability to take appropriate employment action.

Alignment with Employee Handbook

This Teacher Evaluation System operates in conjunction with the Bella Mente Montessori Academy Employee Handbook.

In the event of any conflict between this handbook and the Employee Handbook, the Employee Handbook shall govern, including but not limited to:

- At-will employment status
- Discipline Procedures
- Complaint and investigation processes

- Anti-discrimination and harassment policies
- Employee conduct expectations

Employees may utilize the Internal Complaint Review Policy outlined in the Employee Handbook for any concerns related to evaluations, supervisors, or workplace conditions.

The School prohibits retaliation against any employee who raises concerns in good faith.

Nothing in this evaluation system requires progressive discipline. The School reserves the right to take any disciplinary action, including immediate termination, in accordance with the Employee Handbook.

The evaluation process is separate from, but may inform, disciplinary decisions. All disciplinary actions are governed solely by the Employee Handbook.

Failure to complete an evaluation does not limit the School's authority to take employment action, including discipline or termination.

Access to and maintenance of evaluation records will be managed in accordance with Employee Handbook policies regarding personnel records, confidentiality, and record retention.

All evaluation practices will be conducted in accordance with the School's Equal Employment Opportunity, Anti-Harassment, and Non-Retaliation policies as outlined in the Employee Handbook.

Evaluation System

Goal(s) Setting for Student Progress

Depending on grade level, content area, and student achievement, appropriate measures of learner performance are identified to provide information on learning gains. Performance measures include standardized test results as well as other pertinent data sources. Teachers set goals for improving student progress based on the results of performance measures. The goals and their attainment constitute an important data source for evaluation.

The purpose of the goal setting process is improving instruction. This process is based on identifying student achievement goals, determining baseline

performance, and developing strategies for improvement and assessing results. Resources for goal setting are available on page 9.

Observations

Classroom observations are a useful way to collect information on teacher performance. Classroom observations are one component of the Teacher Evaluation System. Observations may take on a variety of forms and can be conducted in a variety of settings ranging from quick, drop-by classroom visits to formal, preplanned observations. Observations may include formal, informal, and walkthrough, among others. It is important to obtain a representative sampling of performance observations through regular classroom visits. Formal Observations and informal observations data focus on specific, factual descriptions of performance. Informal observation feedback may be provided to the teacher either verbally or in writing.

Formal Observations

During a Formal Observation, the evaluator conducts the observation of a teacher presenting a lesson or interacting with students. The Formal Observation may be scheduled or spontaneous. The evaluator may use the Formal Observation Form as one source of information to determine whether a teacher is meeting expectations for performance standards. A formal observation should last at least **thirty minutes**. The evaluator has the right to make a Formal Observation at any time. Best practice suggests scheduled observations include a lesson plan submitted at least the day before the observation. The format for the lesson plan is at the discretion of the evaluator/observer.

Formal Observations may be conducted by school administrators and designees, central office administrators, instructional specialists, or other outside agencies. After each Formal Observation, a post-conference will be held within 5 business days using the Observation Form (Page 18). After each Formal Observation, one copy of the Observation Form will be given to the teacher and one copy will be maintained by the Principal. A key difference between the Formal Observation and informal observations is the Observation Form.

Informal Observations

Informal observations are intended to provide more frequent information and feedback on a wide variety of contributions made by teachers in the classroom or to the school community as a whole. Evaluators are encouraged to conduct informal observations at various times throughout the evaluation cycle. These informal observations typically are less structured than formal observations and are not documented on the Observation Form. Informal observations may include observing

instruction for a short duration as well as observing work in non-classroom settings. For example, an informal observation may include briefly visiting a classroom or observing a teacher participating in a faculty meeting or committee meeting.

Mid-Year Evaluation

Teachers in their first or second year of employment in their current position at BMMA will conference with their evaluator regarding the students' progress of goals. The essence of this conference will be documented on the Mid-year Teacher Evaluation form (Page 19). At the evaluators/administrator's discretion, "Continuing on-year teachers" *may* participate in the same process using the same documentation.

Summative Evaluations

All "new teachers", "on-year teachers" and teachers on an assistance plan will conference with the evaluator regarding their progress before June 15. The Goal(s) Setting for Student Progress Form, Observation Form(s) and other relevant documents will be used in this process.

Summative evaluations are one of multiple factors considered in employment decisions and do not solely determine continued employment, reassignment, or compensation.

The CSTP and Data Sources

Some performance standards are better documented through observations with the support of other data sources. Others are better suited to review of other data sources.

Standard	Goal(s) SSP	Observations
1. Engaging and Supporting Students	✓	✓
2. Effective Learning Environments	✓	✓
3. Understanding Subject Matter	✓	✓
4. Planning Instruction	✓	Lesson Plans
5. Assessing Students for Learning	✓	Student Work
6. Developing as a Professional	✓	

Evaluation Schedule Chart

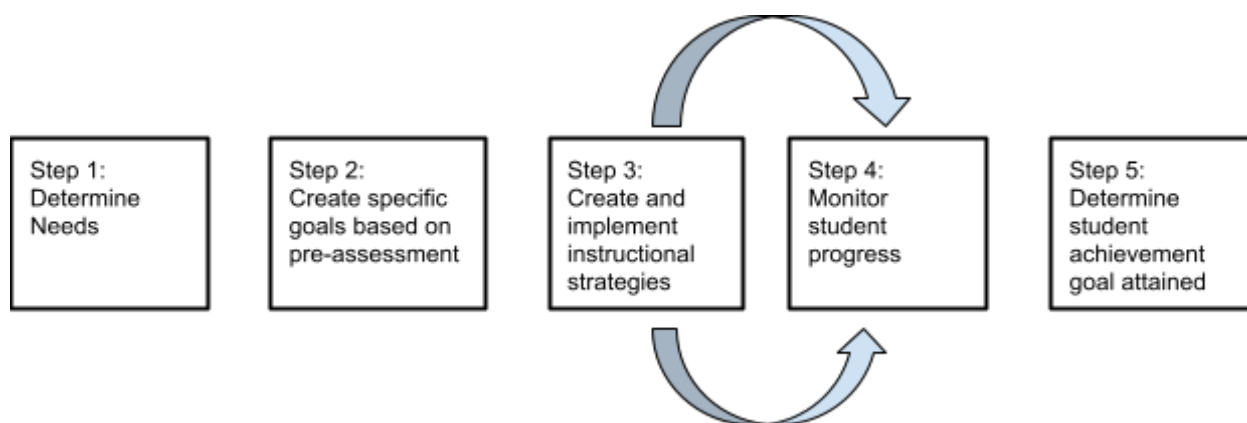
Timeline	Task	Document	Page(s)
Before the first day of school or within 5 school days of hiring	Inform teachers regarding the expectations for evaluation	<u>Teacher Evaluation System</u>	all
By October 15	Establish student progress goals.	Goal Setting for Student Progress Form	9 - 12
Before the end of 1st Semester	1st Formal Observation of all “new teachers” Mid-Year feedback; <i>*New teachers who are onboarded after the start of the school year will have a different observation schedule as determined by their supervisor.</i>	Observation Form Mid-Year Evaluation Form	19 - 20
Mid-Year	Mid-year review of student progress goals for new and “on-year” teachers	Goal(s) Setting for Student Progress Form Mid-Year Evaluation Form	9 - 12 19 - 20
By March 15	2nd “new teacher” Formal Observations	Formal Observation Form	18
By June 5	End-of-year review of Goal(s) Setting for Student Progress	Goal(s) Setting for Student Progress Form (end-of-year section) Formal Observation Form	9 - 12 18
By June 15	Summative Evaluation	Summative Evaluation form	21 - 22
By June 30	Submission of Summative Evaluation documentation to Human Resources	Summative Evaluation form, Goal(s) Setting for Student Progress Form, Observation Form(s), and Mid-Year Evaluation Forms (as appropriate)	21-22, 9-12, 18, 19-20

NOTE: All forms are available to be completed electronically.

Resources

Goal(s) Setting for Student Progress

Student achievement goal setting involves several steps, beginning with knowing where students are in relation to what is expected of them. Then, teachers can set specific, measurable goals based on both the demands of the curriculum and the needs of the students. The next part of the process is recursive in that the teacher creates and implements strategies and monitors progress. As progress is monitored, the teacher makes adjustments to the teaching and learning strategies. Finally, a determination is made regarding student learning for a specific period of time. The figure below depicts these steps.



Establishing Goals:

Each teacher, using the results of an initial assessment, sets annual goals for improving student achievement. The evaluator and the teacher meet to discuss data from the initial assessment and review the goals. Goals should be customized for the teaching assignment and for the individual learners. The Goal(s) Setting for Student Progress Form will be used for developing and assessing the annual goal. Student progress goals measure where the students are at the beginning of the year, mid-year, end of the year, and growth over time.

Appropriate measures of student learning gains differ substantially based on the learners' grade level, content area, and ability level. The following measurement tools are appropriate for assessing student progress:

- criterion-referenced tests,
- norm-referenced tests,
- standardized achievement tests,
- BMMA mid-year/common/benchmark assessments, and

- authentic measures (e.g., learner portfolio, recitation, performance).

In addition to teacher-generated measures of student performance gains, evaluators may conduct school-wide reviews of test data to identify patterns in the instructional program. Such reports are useful for documenting student gains and for making comparisons.

Teachers complete a draft of their goals and meet with their evaluators to review data from performance measures and discuss the proposed goal by October 15. The goals describe observable behavior and/or measurable results that would occur when a goal is achieved. The acronym SMART is a useful way to self-assess a goal's feasibility and worth.

Specific:	The goal is focused, for example, by content area, by learners' needs.
Measurable:	An appropriate instrument/measure is selected to assess the goal.
Appropriate:	The goal is within the teacher's control to effect change.
Realistic:	The goal is feasible for the teacher.
Time limited:	The goal is contained within a single school year.

The following describes the sections of the Goal Setting for Student Progress Form.

- I. **Setting:** Describe the population and special learning circumstances.
- II. **Identify the content area:** The area/topic addressed based on learner achievement, data analysis, or observational data.
- III. **Baseline Data:** Determine the learners' baseline data using the following process:
 - Collect and review data.
 - Analyze and interpret data.
 - Determine needs
- IV. **Goal Statement:** Describe what you want learners/program to accomplish.
- V. **Means for Attaining Goal:** Strategies to accomplish goal(s).

Goal(s) Setting for Student Progress Form

Teacher's Name: _____ Date: _____

Evaluator's Name: _____

Grade Level/Subject: _____ School Year: _____

Initial Goal Submission

I. Setting (Describe the population and learning circumstances)		
II. Content/Subject/Field Area		
III. Baseline Data (What is shown by the current data?)		
IV. Goal Statement (Describe what you want the learners/program to accomplish)		
V. Means for Attaining Goal (Strategies used to accomplish the goal)		
Strategy	Evidence	Target Date
CSTP:		
1.		
2.		
3.		
CSTP:		
1.		
2.		
3.		

The Goal(s) Setting for Student Progress process involves most of the California Standards for the Teaching Profession, especially Standards 3, 4, 5, and 6.1-3. Approval of Goal(s)

This section to be completed by the Evaluator: Use the following rubric to determine whether the goal is a rigorous goal that meets the SMART criteria. Provide a rating by checking the appropriate box in the rubric below.

Goal Setting Rubric

Exemplary	Proficient	Developing/Needs Improvement	Unacceptable
Student learning and academic achievement goals are rigorous, attainable and reflect extraordinary growth beyond expectations during the course or school year	Student learning and academic achievement goals are rigorous, attainable and reflect acceptable growth during the course or school year	Not Applicable CANNOT MOVE FORWARD Student learning and academic achievement goals are related to identified student needs, but S.M.A.R.T. process needs refining.	Not Applicable CANNOT MOVE FORWARD Student learning and academic achievement goals are unrelated to identified student needs.

Feedback on Goal

Strengths:

Areas for Improvement:

Next Steps:

☐ Revisions Needed: Revise Goal Using Suggestions Provided Above and Re-submit by **10/30**

☐ Revisions Not Needed at this Time: Continue with Goal Setting Process

Sign form after feedback has been provided from evaluator and/or goal has been revised.

Teacher's Signature _____ Date _____

Evaluator's Signature _____ Date _____

***Comments are required if areas of improvement are noted.**

Improving Teacher Performance

The use of Support Dialogue and Performance Improvement Plans is discretionary and may be implemented at any time.

In alignment with the Employee Handbook, the School reserves the right to take disciplinary action, up to and including immediate termination, with or without notice or implementation of a Performance Improvement Plan.

	Support Dialogue	Performance Improvement Plan
Purpose	For teachers who need additional support. These teachers attempt to fulfill the standard, but are often ineffective.	For teachers whose work is unacceptable.
Initiates Process	Evaluator or Teacher	Evaluator
Documentation	Form provided: None Memo or other record of the discussion/other forms of documentation at the building/worksite level	Form required: Performance Improvement Plan Building/Worksite Level Human Resource Department is notified
Outcomes	• Performance improves to proficient – no more support • Some progress – continued support • Little or no progress – the employee may be moved to a Performance Improvement Plan.	• Sufficient improvement – recommendation to continue employment • Inadequate improvement – recommendation to non-renew or dismiss the employee

Support Dialogue:

The Support Dialogue is initiated by evaluators or teachers at any point during the school year for use with personnel whose professional practice would benefit from additional support. A teacher could request a support dialogue. It is designed to facilitate discussion about the area(s) of concern and ways to address those concerns. During the initial session, both parties share what each will do to support the teacher's growth and decide when to meet again. After the agreed-upon time to receive support and implement changes in professional practice has elapsed, the evaluator and teacher meet again to discuss the impact of the changes. The entire Support Dialogue process is intended to be completed within a predetermined time period as it offers targeted support.

The desired outcome would be that the teacher's practice has improved to a proficient level. In the event that improvements in performance are still needed, the evaluator makes a determination to either extend the time of the support dialogue because progress has been made, or to allocate additional time or resources. If the necessary improvement is not made, the employee must be placed on a Performance Improvement Plan. Once placed on a Performance Improvement Plan, the employee will have a predetermined time period to demonstrate that the identified deficiencies have been corrected.

Sample Prompts for the Initial Conversation

What challenges have you encountered in addressing (specific concern)?

What have you tried to address (specific concern)?

What support may I or others at the school/worksite provide you?

Sample Prompts for the Follow-Up Conversation

Last time we met, we talked about (specific concern). What has gone well?

Performance Improvement Plan:

A Performance Improvement Plan (page 16) is designed to use targeted supervision and additional resources to support a teacher in addressing areas of concern. It may be used by an evaluator at any point during the year for any teacher whose professional practice requires additional support.

A teacher who receives two or more "Not Evident" ratings on an Mid-year Teacher Evaluation will be placed on a Performance Improvement Plan. Additionally, a Performance Improvement Plan will be required if either of the following ratings is given on a Summative Evaluation:

- a rating of "Developing/Needs Improvement" on **two or more** performance standards, or
- a rating of "Unacceptable" on **one or more** performance standards or an overall rating of "Unacceptable."

Implementation of Performance Improvement Plan

When a teacher is placed on a Performance Improvement Plan, the evaluator must:

- provide written notification to the teacher of the area(s) of concern that need(s) to be addressed;
- provide and review performance data including observations;
- formulate a Performance Improvement Plan in collaboration with the teacher to include established benchmarks;
- review progress made on the Performance Improvement Plan according to the established benchmarks; and,
- review the results of the Performance Improvement Plan with the teacher immediately following the predetermined time period.

Assistance may include:

- support from a professional peer, supervisor, or instructional specialist;
- conferences, classes, and workshops on specific topics; and/or
- other resources to be identified.

Resolution of Performance Improvement Plan

Prior to the evaluator making a final recommendation, the evaluator meets with the teacher to review the results of the Performance Improvement Plan. The options for a final recommendation are:

- Sufficient improvement has been achieved; the teacher is no longer on a Performance Improvement Plan and is rated “Proficient.”
- Partial improvement has been achieved but more improvement is needed; the teacher remains on a Performance Improvement Plan and is rated “Developing/Needs Improvement.”
- Little or no improvement has been achieved; the teacher is rated “Unacceptable.”

When a teacher is rated “Unacceptable,” the teacher may be recommended for dismissal. If not recommended for dismissal, a new improvement plan will be implemented.

Request for Review of an “Unacceptable” Rating

The teacher may request a review of the evidence in relation to an “Unacceptable” rating as a result of a Performance Improvement Plan. This request for a review must be submitted to the next supervisory level within 5 business days.

Performance Improvement Plan

Teacher's Name: _____

Evaluator's Name: _____

Grade Level/Subject: _____ **School Year:** _____

Probationary Period: from _____ to _____

CSTP(s)	Performance Concerns	Resources/Assistance Provided	Activities/Dates to be Completed

Scheduled Meeting Dates:

Action Steps: On an attached page list

1) specific expectations

2) improvement steps

3) a timeline for completion

4) the means of assessment for each Performance Concern



Performance Improvement Plan Assessment:

Current Status of Performance Concern	Recommendation(s)	Review Dates

Recommendation based on Performance Improvement Plan Assessment:

- ☐ Sufficient improvement has been achieved; the teacher is no longer on a Performance Improvement Plan and is rated “Proficient.”
- ☐ Partial improvement has been achieved, but more improvement is needed; the teacher remains on a Performance Improvement Plan and is rated “Developing/Needs Improvement.”
- ☐ Little or no improvement has been achieved; the teacher is rated “Unacceptable.”

_____/_____
Evaluator’s Signature Date Reviewed

_____/_____
Teacher’s Signature Date Reviewed

Signature denotes the review occurred, not necessarily agreement with the final recommendation

Formal Observation Form

Teacher's Name: _____ Date/Time: _____

Evaluator's Name: _____

Grade Level/Subject: _____ School Year: _____

General Observation Report:

Observations Specific to California Standards for the Teaching Profession:*

Engaging and Supporting All Students in Learning

Creating and Maintaining Effective Environments for Student Learning

Understanding and Organizing Subject Matter for Student Learning

Planning Instruction and Designing Learning Experiences for All Students

Assessing Students for Learning

Additional Comments:

_____/_____

Evaluator's Signature

Date Reviewed

_____/_____

Teacher's Signature

Date Reviewed

Mid-Year Teacher Evaluation

Teacher's Name: _____ Date/Time: _____

Evaluator's Name: _____

Grade Level/Subject: _____ School Year: _____

Documentation Reviewed:

- ☐ Goal(s) Setting Form
- ☐ Student Work
- ☐ Student Achievement Data
- ☐ Observation Form(s)
- ☐ Other _____

Evaluators note strengths/concerns in each California Standards for the Teaching Profession:

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for All Students
5. Assessing Students for Learning
6. Developing as a Professional Educator

Performance Rating Scale**Select One:**

- ☐ **Exemplary:** Teacher maintains performance, accomplishments and behaviors that consistently surpass the established standard.
- ☐ **Proficient:** Teacher meets the standard in a manner consistent with the school's mission and goals.
- ☐ **Developing/Needs Improvement:** Teacher performs below the established standard or in a manner inconsistent with the school's mission and goals.
- ☐ **Unacceptable:** Teacher consistently performs below the established standard or in a manner inconsistent with the school's mission and goals.

Commendations:**Areas Noted for Improvement:****Teacher Improvement Goals:**

_____/_____
Evaluator's Signature Date Reviewed

_____/_____
Teacher's Signature Date Reviewed

Summative Evaluation

Teacher's Name: _____ Date/Time: _____

Evaluator's Name: _____

Grade Level/Subject: _____ School Year: _____

Documentation Reviewed:

- ☐ Goal(s) Setting Form
- ☐ Student Work
- ☐ Student Achievement Data
- ☐ Observation Form(s)
- ☐ Other _____

Note strengths/concerns in each California Standards for the Teaching Profession:

1. Engaging and Supporting All Students in Learning

2. Creating and Maintaining Effective Environments for Student Learning

3. Understanding and Organizing Subject Matter for Student Learning

4. Planning Instruction and Designing Learning Experiences for All Students

5. Assessing Students for Learning

6. Developing as a Professional Educator



Performance Rating Scale: Use the following rating for the end-of- year rating:

- ☐ **Exemplary:** Teacher maintains performance, accomplishments and behaviors that consistently surpass the established standard.
- ☐ **Proficient:** Teacher meets the standard in a manner consistent with the school's mission and goals.
- ☐ **Developing/Needs Improvement:** Teacher performs below the established standard or in a manner inconsistent with the school's mission and goals.
- ☐ **Unacceptable:** Teacher consistently performs below the established standard or in a manner inconsistent with the school's mission and goals.

Recommendation:

- ☐ Recommended for continued employment.
- ☐ Recommended for placement on a *Performance Improvement Plan*.
- ☐ Recommended for placement on a second *Performance Improvement Plan*.
(The teacher was rated unacceptable on the first Performance Improvement Plan.)
- ☐ Recommended for Dismissal/Non-renewal

Commendations:

Areas Noted for Improvement:

Teacher Improvement Goals:

_____/_____

Evaluator's Signature Date Reviewed

_____/_____

Teacher's Signature Date Reviewed

Teachers receive a copy of this form. This form is due to the Human Resources Department by June 30.



General Performance Improvement Plan (PIP)

Employee:	Date of Initial Meeting:
Job Title:	Supervisor:
Location:	Department:

FOLLOW UP DATES	30 Day Follow Up	60 Day Follow Up	90 Day Follow Up

The purpose of this document is to clearly articulate expectations related to your performance in your job and provide support for you to meet these expectations. Your employment is "at will". You and your supervisor will review the contents of this PIP for you to understand the corrective action(s) required on an immediate and sustained basis. The potential consequences for non-compliance may result in the termination of your employment. You have either received previous Verbal Counseling and/or Written Warning(s) pertaining to the violations checked below, or you violated provisions of the Employee Handbook and/or aspects of your job description as noted below which resulted in the generation of this PIP.

Violations of Employee Handbook Policies:

☐	Harassment – page 7	☐	Staff/Student Relations – page 24
☐	Conflicts of Interest – page 20	☐	Workplace Violence – page 4
☐	Unauthorized Overtime – page 14	☐	Drug-Free Workplace – page 31
☐	Meal/Rest Break– page 15	☐	Social Media – page 42
☐	Timekeeping – page 18	☐	Standards of Conduct – page 22
☐	Paid Time Off – page 54	☐	Electronic Comm – page 39
☐	Punctuality & Attendance – page 34	☐	Prohibited Conduct – page 22
☐	Personal Appearance/Conduct – page 22 & 35	☐	Computer Usage & Privacy – page 38
☐	Other: _____	☐	Other: _____

Violations of Job Description Essential Functions/Duties/Responsibilities (describe/list below):

☐	_____	☐	_____
☐	_____	☐	_____

TASKS, SKILLS OR BEHAVIOR

The tasks, skills and/or behaviors below represent the area(s) in your performance that require immediate and sustained improvement.



TASK, SKILL OR BEHAVIOR Describe the specific task, skill or behavior that does not meet expectations
CURRENT PERFORMANCE Describe specific current performance. Give examples and use dates, numbers and/or other tangible metrics or data points.
EXPECTED PERFORMANCE Describe the specific performance expectations for this task or skill

TRAINING/SUPPORT PROVIDED OR NEEDED	
Supervisor Suggestions:	Employee Suggestions:
Agreed-Upon Next Steps:	

ACKNOWLEDGMENT OF INITIAL CONVERSATION	
Employee Signature:	Date:
Supervisor Signature:	Date:
Witness Signature:	Date:

30 day Follow Up – Observed Performance	30 day Follow Up - Comments
Employee Signature: _____ Date: _____	
Supervisor Signature: _____ Date: _____	
Witness Signature: _____ Date: _____	



60 day Follow Up – Observed Performance	60 day Follow Up - Comments
Employee Signature: _____ Date: _____	
Supervisor Signature: _____ Date: _____	
Witness Signature: _____ Date: _____	

90 day Follow Up – Observed Performance	90 day Follow Up - Comments
Employee Signature: _____ Date: _____	
Supervisor Signature: _____ Date: _____	
Witness Signature: _____ Date: _____	

OUTCOME	
 _____ Successfully completed _____ Not successful _____ Extended to: _____	
Comments: 	
Employee Signature:	Date:
Supervisor Signature:	Date:
Witness Signature:	Date:



Disciplinary Notice

OF: ☐ VERBAL COUNSELING ☐ WRITTEN WARNING

Employee:	Date:
Job Title:	Supervisor:
Location:	Department:

This disciplinary action is being taken for the following reasons:

Violations of Employee Handbook Policies:

☐	Harassment – page 7	☐	Staff/Student Relations – page 24
☐	Conflicts of Interest – page 20	☐	Workplace Violence – page 4
☐	Unauthorized Overtime – page 14	☐	Drug-Free Workplace – page 31
☐	Meal/Rest Break– page 15	☐	Social Media – page 42
☐	Timekeeping – page 18	☐	Standards of Conduct – page 22
☐	Paid Time Off – page 54	☐	Electronic Comm – page 39
☐	Punctuality & Attendance – page 34	☐	Prohibited Conduct – page 22
☐	Personal Appearance/Conduct – page 22 & 35	☐	Computer Usage & Privacy – page 38
☐	Other: _____	☐	Other: _____

Violations of Job Description Essential Functions/Duties/Responsibilities (describe/list below):

☐	_____	☐	_____
☐	_____	☐	_____

Explanation and/or details of infraction (attach additional pages if needed):

There must be immediate and sustained improvement as follows:

I understand my employment remains at will. The above has been discussed with me by my supervisor. I understand the contents and acknowledge and understand the corrective action required. I also acknowledge and understand the potential consequences of non-compliance which may include further disciplinary action including termination. I understand my signature does not indicate agreement and that refusal to sign will not invalidate this disciplinary action.

Signatures:

Employee: _____

Date: _____

Supervisor: _____

Date: _____

Witness: _____

Date: _____

Definitions

For purposes of this evaluation process, the following terms are defined below:

Evaluatee: Person being evaluated.

Evaluation: The annual overall end-of-year evaluation as documented on the Teacher Performance Report.

Evaluator: The evaluator for teachers will be the principal or designee serving in an administrative capacity.

Evidence: Documents that demonstrate or confirm the work of the person being evaluated and support the rating on a given performance standard.

Formal Observation: An observation of the performance of the teacher in his/her specific professional assignment.

Goal(s) Setting for Student Progress: Provides a set of steps on how to accomplish a specific skill or task. Setting goals not only helps students, but helps teachers monitor progress and accomplish skills and tasks with students.

Informal Observation: An observation that is used to supplement the Formal Observations.

Observation: Direct classroom observation as a useful way to collect information on teacher performance.

Observer: One who observes the instructional process and setting. Observers may be school administrators and designees, division academic supervisors, and/or instructional specialists.

Performance Improvement Plan: A step-by-step action plan that is developed to help improve an employee's performance. The plan is designed to support a teacher in addressing areas of concern through targeted supervision and additional resources.

Performance Rating Scale: The rating scale used for determining evaluation rating. See Summative Teacher Evaluation

SMART Goals: Goals are Specific, Measurable, Appropriate, Realistic, and Time Limited.

Support Dialogue: A school-level discussion between the evaluator and the teacher. It is an optional process to promote conversation about performance in order to address specific needs or desired areas for professional growth.

Mid-Year Teacher Evaluation: A mid-year review, designed to provide systematic feedback for instructional growth prior to the completion of the end-of-year evaluation.



Volunteer Handbook

Table of Contents

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Welcome Letter

Dear School Volunteer:

On behalf of Bella Mente Academies, thank you for your willingness to give your time and talents to support our students and school community.

Volunteers play an important role in enriching the educational experience of our scholars. Your support helps strengthen the partnership between our school, families, and the broader community. Whether assisting at events, supporting field trips, or helping with special projects, your contributions make a meaningful difference.

Bella Mente Academies is committed to providing a safe, respectful, and engaging environment where students can grow academically, socially, and emotionally. We appreciate your commitment to supporting our mission and helping our students thrive.

This handbook outlines the expectations, procedures, and responsibilities for volunteers at Bella Mente Academies. Please review it carefully so that you are informed and prepared for your volunteer experience.

Thank you again for your support of our students and school community.

Sincerely,

Erin Feeley
Superintendent

Definition of Volunteers

Definition of a Volunteer

A volunteer is an individual who donates time and service without financial compensation to support the school and its programs.

Volunteers may assist with activities such as:

- Field trip chaperones
- School event support
- Library Assistance
- Special School projects
- School events
- After-school activities
- Athletics and extracurricular activities

Individuals who visit the school one time as a guest speaker, presenter, or visitor are considered guests and are not required to complete the volunteer process.

Bella Mente Academies does not discriminate on the basis of race, color, national origin, sex, religion, age, disability, marital status, or any other protected status under federal, state, or local law.

Volunteer Opportunities include:

- ☐ School/classroom events like field trips
- ☐ Non-classroom (main office, library/media center, etc.) assistance
- ☐ Before/After-school programs or events
- ☐ Afterschool: Tutoring, mentoring and athletics

Volunteer Participation During the School Day

To protect instructional time and maintain a focused learning environment, volunteer opportunities during the school day may be limited.

Volunteers are typically approved for:

- Field trips
- Special events
- School programs
- After-school activities

Volunteer Requirements

- ☐ A signed Volunteer Handbook Acknowledgement Form
- ☐ A signed School Volunteer Procedures/Checklist
- ☐ A completed School Volunteer Application Form
- ☐ A signed Volunteer Guidelines and Agreement Form
- ☐ A signed Volunteer Confidentiality Agreement
- ☐ A copy of CA Drivers License or CA Identification Card
- ☐ A completed Live Scan Fingerprinting (paperwork from other Districts not accepted)
 - ☐ DOJ for on-site volunteers ONLY
 - ☐ DOJ and FBI for on-site and overnight volunteers
- ☐ TB Risk Assessment administered by a health care provider every four years or test results if past positive result
- ☐ Online trainings are required by our insurance for volunteers: Sexual Abuse prevention(both adult-to-adult and adult-to-student), bloodborne pathogens, and mandatory reporter
- ☐ New Volunteer Training

Acceptance as a volunteer is based on factors including, but not limited to:

- ☐ All items above
- ☐ No record of a serious or violent felony conviction (pursuant to Ed Code 45122.1) or requirement to register as a sex offender under California law (Penal Code 290)
- ☐ Positive attitude; interest in and enthusiasm for working with children
- ☐ Ability to work cooperatively with school personnel and participate regularly
- ☐ Good communication skills, health, and personal hygiene; ethical conduct; dependability.

Suggestions for Making Your Volunteer Experience Successful

The following are suggestions that should prove helpful in developing a successful partnership with Bella Mente Academies students and staff.

1. Meet with the teacher/staff member before you start. Volunteers are placed with teachers or other staff members who have requested volunteer assistance. Some have specific roles and tasks for their volunteers, while others identify those tasks on an as-needed basis.
 - a. Ask questions if you are unclear about something
 - b. Keep communication open
2. Get to know the school grounds.
 - a. Know the location and phone number of the school office
 - b. Know the location of important rooms such as the office, restrooms, staff lounge, etc.
 - c. Find out where to park



3. If you are volunteering in a classroom, spend some time observing the class.
 - a. Become familiar with classroom routines
 - b. Identify the location of supplies and materials within the classroom
4. If you are volunteering on the playground, be well-informed of the playground supervision expectations and rules, and if you are unsure, ask a staff member.
5. Establish positive relationships with the students.
 - a. Be friendly; let them know you are glad to be here!
 - b. Be encouraging to students
6. If you are experiencing some problems with your placement or responsibilities, try to resolve them first with the teacher or staff member with whom you are working. If you need more assistance with your problem, please contact the school Principal.
7. When the teacher/staff member first orients you, the following should be discussed:
 - a. Days and time to work in classrooms/on campus
 - b. Procedures for you and staff member to be in communication
 - c. Alternate plans for the days when the teacher or staff member is absent
 - d. How you will be told of the day's assignment (folder, note, etc.)
 - e. What name the students will call you
 - f. Teachers' own classroom management
 - g. Where to leave your personal belongings
 - h. Where the lounge and adult restrooms are located
8. Be punctual. In the event that you must be absent, please notify the teacher or staff member as soon as possible.
9. Check in and out via the Raptor system upon your arrival and departure in the main office. (This is done using your state issued ID)
10. Wear your school name tag throughout your stay on campus. This name tag will help students, staff, and other volunteers recognize that you are a volunteer on campus.
11. Remember that you are a role model for students and the school community.
12. Remember that a volunteer is not a teacher or a teacher's aide, not a therapist or a counselor, but first of all a friend who accepts the students as they are.
13. Feel free to ask questions about programs, policies, materials, and supplies. Talk to the teacher about any difficulties at appropriate times, not in front of students or parents.
14. Learn the names of students.
15. Help students tackle their work but do not do their work for them. If they get off-track, help them get back on task in a tactful manner.
16. Work at the student's level; sit or stand with him/her. Show your interest and involvement.
17. Speak in a positive manner to students; point out the things they have done right and the things they do well.
18. Remind students of appropriate behavior if they are disruptive, but remember that corrective discipline is the responsibility of school staff such as teachers, instructional assistants and the school Principal.

School Volunteer Procedures/Checklist

(Completed via Google Form)

Procedures for all volunteers are as follows:

- ☐ Read BMA's Volunteer Handbook (*available online*)
- ☐ Sign the Volunteer Handbook Acknowledgement Form (*completed online*)
- ☐ Read and sign the School Volunteer Procedure/Checklist (*completed online*)
- ☐ Complete School Volunteer Application Form (*completed online*)
- ☐ Read and sign the Volunteer Guidelines and Agreement Form (*completed online*)
- ☐ Read and sign the Volunteer Confidentiality Agreement (*completed online*)
- ☐ Provide a valid CA issued driver's license/ID Card
- ☐ Complete a Criminal Background check with Live Scan
- ☐ Obtain a TB Risk Assessment from a medical professional (or test results if a past positive test)
- ☐ Online trainings are required by our insurance for volunteers: Sexual Abuse prevention (both adult-to-adult and adult-to-student), bloodborne pathogens, and mandatory reporter
- ☐ New Volunteer Training

A. All volunteer work is done under the direction of an assigned teacher, site volunteer coordinator, or Principal. Volunteers must comply with the sign-in/out procedures at the school site and other terms and conditions of the current school year Volunteer Handbook.

B. Volunteers do not receive compensation, health benefits, or worker's compensation. An accident insurance policy covers medical costs associated with volunteer injuries (up to a limit of \$25,000). This accident insurance policy is secondary if the volunteer has health insurance. Additionally, section 35330 of the California Education Code contains the following statement of immunity in favor of the school when students or volunteers are participating in field trips: "All persons making the field trip shall be deemed to have waived all claims against the charter school, or the State of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion."

I have read and acknowledged the information contained in paragraphs A. and B.

By: _____ Date: _____
Volunteer Signature

Printed Name: _____



**School Volunteer Application Form
(Confidential)**

Name: _____
Last First Middle Maiden Name/Other Names Used

Residence Address: _____
Street City State Zip

Home Telephone: (_____) Work or Mobile Telephone: (_____))

Emergency Contact Name and Phone: Name: _____ (_____))

Health Insurer and Policy # _____

Date of Birth: ____/____/____ CA Driver's License or ID Card: Yes () No () Number: _____

Length of residence in county? ____yrs ____mnths

Previous Address (if less than 5 years): _____

Physical Limitations: Yes () No () Explain: _____

Relationship to any student(s) or staff members at school? Yes () No ()

Name of staff member _____

Languages spoken: _____

Do you have children or grandchildren in BMA? Yes() No() If yes, please complete section(s) below

Name	Grade Level	Teacher
------	-------------	---------

Name	Grade Level	Teacher
------	-------------	---------

Name	Grade Level	Teacher
------	-------------	---------

Have you **EVER** been convicted of any sex offense for which you must register with any Law Enforcement Agency pursuant to Penal Code Section 290? Yes () No ()

Do you have any criminal charges pending against you? Yes () No () If yes, please list: _____



Have you ever been convicted of a felony? Yes () No () If yes, please list: _____

Have you ever been convicted of a sex or drug-related offense or crime violence? Yes () No ()

Mental Health License or Credential? Yes () No () If Yes, # _____

I certify under penalty of perjury that the foregoing statements are true and complete, and I authorize Bella Mente Academies to complete a background check as a condition of school volunteer service, as provided by the California Education Code 45125.5

I understand that I will not receive any compensation or salary, or any other health or retirement benefits, or workers' compensation insurance coverage during this volunteer assignment. I agree to waive all claims against the Bella Mente Academies and hold the Bella Mente Academies, its officers, agents, employees, authorizer, and volunteers harmless from any and all liability or claims which may arise out of or in connection with my participation in this volunteer activity.

In the event of illness or injury, I do hereby consent to whatever x-ray examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care and emergency transportation considered necessary in the best judgment of the attending physician, surgeon, or dentist and performed under the supervision of a member of the medical staff of the hospital or facility furnishing medical or dental services.

Signature: _____ Date: _____

Volunteer Guidelines and Agreement

1. Immediately upon arrival, I will check in at the main office and obtain a name tag.
2. Volunteers will follow all policies, procedures and other rules established by the school and all applicable laws.
3. Volunteers must wear the provided name tag and will show volunteer identification whenever required by the school to do so.
4. Volunteers must follow the appropriate dress code applicable to staff.
5. Volunteers cannot smoke in any school facility or building or within 50' of a school building.
6. Volunteers will not lend money and/or bring gifts to students or staff, unless authorized by the school principal or designee.
7. Volunteers will not transport students unless they have been given express permission to do so by the school principal and have provided the appropriate insurance and driving record verification. Do not put yourself in the position of being alone with any student in any vehicle.
8. Volunteers must not be alone with students in unsupervised areas of the campus or activity location and shall abide by school policy regarding the touching of students.
9. Volunteers will not have access to student educational records. All volunteers will sign a confidentiality agreement.
10. Volunteers will not photograph or videotape students unless authorized by the principal or designee.
11. Volunteers will not dress/undress or provide personal hygiene assistance, or supply medication to students.
12. Volunteers should not exchange telephone numbers, home addresses, e-mail addresses or any other home directory information with students for any purpose unless it is required as part of your role as a volunteer.
13. Volunteers will use universal precautions to avoid contact with bodily fluids.
14. Volunteers will use only "adult" designated restrooms.

15. Volunteers can monitor student behavior; however, if a situation is serious, the volunteer should seek immediate assistance from school personnel.
16. Volunteers will not discriminate against or harass any person and will report all harassment or discrimination observed, in accordance with school policy.
17. Volunteers will not search students or student property.
18. Volunteers will make every reasonable effort to make sure that the school's technology resources are used appropriately and responsibly.
19. Volunteers will make themselves familiar with and agree to follow the school's evacuation and lockdown procedures.
20. Volunteers will not direct a student to remove an emblem, insignia, or garment including a religious emblem, insignia, or garment. If the volunteer believes a student's clothing is disruptive or promotes disruptive behavior, the volunteer will contact a staff member immediately.
21. Volunteers must report suspected cases of abuse or neglect to the school administrator or professional staff.
22. The school administrator or designee will provide appropriate training for all volunteers.
23. Volunteers understand that the school will not be responsible for lost or damaged personal items brought to school by the volunteer. You are discouraged from bringing valuables to school.
24. Volunteers understand that the school reserves the right to decline their volunteer services at any time.
25. Volunteers shall not be in possession of or under the influence of, alcoholic beverages and/or illegal drugs, or in possession of firearms while serving in a volunteer capacity.
26. Volunteers shall not use obscene or discriminatory language at school or at any school event.

I, _____ have read and agree to abide by the above guidelines.

Volunteer Signature: _____ Date: _____

Volunteer Confidentiality Agreement

In accordance with federal law, all school volunteers are expected to maintain confidentiality while working at the school. All things that are seen and heard at school about employees or children and their families should be considered privileged/confidential information. Trust must be established and maintained in order for our volunteer program to be successful. Volunteers can strengthen the bond between themselves and the school by following these guidelines:

- ☐ Treat all student and employee information as personal and confidential regardless of the source.
- ☐ Communicate relevant information about students only to the respective classroom teacher or principal/principal designee.
- ☐ Seek clarification of unusual situations that occur in the school from the person(s) involved and avoid discussing such matters with others unless so directed by the assigned teacher or principal/principal designee.
- ☐ Retain a sense of perspective regarding comments heard and actions observed.
- ☐ Understand that not all information can and will be shared with volunteers, due to legal considerations including state and federal law.
- ☐ Deal impartially with students regardless of background, intelligence, physical or emotional maturity.
- ☐ Do not discuss student progress or behavior with the parent. All relevant information should be referred to the teacher or the principal. Direct all inquiries about students to the professional staff.
- ☐ Speak constructively of all school staff; however, report difficulties involving the welfare of students or the school to the principal.
- ☐ Do not discuss confidential information with anyone. This information includes, but is not limited to:
 - ☐ Scholastic and health records
 - ☐ Test scores and grades
 - ☐ Discipline and classroom behavior
 - ☐ Character traits of children
 - ☐ Supports and services a student may receive
- ☐ All volunteers are required to sign a statement of confidentiality.

Discipline: Discipline of students is solely the responsibility of the teacher in charge. Volunteers should under no circumstances discipline students. Should students misbehave in your presence, you should report this immediately to the teacher in charge. The teacher will then determine the necessary course of action. Also note that we expect students to treat volunteers with the same level of respect given to other school personnel. If you feel that students are not being respectful towards you, do not hesitate to discuss the matter with the teacher or principal.

While all student information should be treated confidentially and sharing student information with others may be a violation of the law, do not make a promise to a student that you will keep confidential any information that pertains to the welfare of the student(s). Although the student is free to share confidential information with you, there are certain things you are required by law to tell the principal or school administrator. Any personal information learned from a student, should be held in strictest confidence **except:**

1. If a student confides that he or she is the victim of sexual, emotional, chemical, or physical abuse (including bullying and cyberbullying).
2. If a student confides that he or she is involved in any illegal activity.
3. If a student confides that he or she is considering homicide or suicide.

Should one of these exceptions arise, you are required by law to immediately notify the school principal or designee. Remember, the information is extremely personal and capable of damaging lives, so do not share it with anyone (including other school staff members) except the principal or designee, or other appropriate authorities. If you have questions, please ask the principal. Any needs of students communicated to the volunteer should be referred to the appropriate staff person.

Volunteer Statement of confidentiality:

I, _____, understand that in the course of my association with Bella Mente Academies, I am responsible for maintaining the confidentiality of all employee and student information (both written and verbal) that may become known to me during the course of my volunteer activities. Student information is protected by the Family Educational Rights and Privacy Act (FERPA).

I further understand that in the performance of my volunteering, I am not to discuss academic or other confidential information regarding students or employees with anyone, including the parents of any student. Any breach of confidentiality will be carefully reviewed and if substantiated may result in termination of any and all volunteer involvement with the school and may be reported to the proper authorities.

I acknowledge that I have read and understand this statement of confidentiality.

Volunteer Signature: _____ Date: _____



REQUEST FOR LIVE SCAN SERVICE

Print Form

Reset Form

Applicant Submission

AG949

ORI (Code assigned by DOJ)

Parent Volunteer

Authorized Applicant Type

Parent Volunteer

Type of License/Certification/Permit OR Working Title (Maximum 30 characters - If assigned by DOJ, use exact title assigned)

Contributing Agency Information:

Bella Mente Charter School

Agency Authorized to Receive Criminal Record Information

18142

Mail Code (five-digit code assigned by DOJ)

1737 West Vista Way

Street Address or P.O. Box

Erin Feeley

Contact Name (mandatory for all school submissions)

Vista

City

Ca

State

92083

ZIP Code

(760) 621-8948

Contact Telephone Number

Applicant Information:

Last Name

Other Name

(AKA or Alias) Last

Date of Birth

Sex

☐ Male

☐ Female

Height

Weight

Eye Color

Hair Color

Place of Birth (State or Country)

Social Security Number

Home

Address Street Address or P.O. Box

First Name

Middle Initial

Suffix

First

Suffix

Driver's License Number

Billing

Number

(Agency Billing Number)

Misc.

Number

(Other Identification Number)

City

State

ZIP Code

Your Number:

OCA Number (Agency Identifying Number)

Level of Service:

☒ DOJ

☐ FBI

If re-submission, list original ATI number:

(Must provide proof of rejection)

Original ATI Number

Employer (Additional response for agencies specified by statute):

Employer Name

Street Address or P.O. Box

City

State

ZIP Code

Mail Code (five digit code assigned by DOJ)

Telephone Number (optional)

Live Scan Transaction Completed By:

Name of Operator

Date

Transmitting Agency

LSID

ATI Number

Amount Collected/Billed

ORIGINAL - Live Scan Operator

SECOND COPY - Applicant

THIRD COPY (If needed) - Requesting Agency

Volunteer Checkoff List

FOR OFFICE USE ONLY

School Year: _____

Requirements for parent volunteers

- ☐ A signed Volunteer Handbook Acknowledgement Form
- ☐ A signed School Volunteer Procedures/Checklist
- ☐ A completed School Volunteer Application Form
- ☐ A signed Volunteer Guidelines and Agreement Form
- ☐ A signed Volunteer Confidentiality Agreement
- ☐ A copy of CA Drivers License or CA Identification Card
- ☐ Live Scan **(for new parent volunteers ONLY)**
 - ☐ A completed Live Scan Fingerprinting (paperwork from other Districts not accepted)
 - ☐ DOJ for on-site volunteers ONLY
 - ☐ DOJ and FBI for on-site and overnight volunteers
- ☐ TB Risk Assessment administered by a health care provider every four years or test results if past positive result
- ☐ Online trainings are required by our insurance for volunteers: Sexual Abuse prevention(both adult-to-adult and adult-to-student), bloodborne pathogens, and mandatory reporter, Playground Supervisor (if volunteer to supervise)
- ☐ New Volunteer Training
- ☐ Playground Supervisor Training (Only applicable for "Yard Supervision")

Completed By: _____

Date: _____



PROPOSAL FOR CONSTRUCTION

Name: Bella Mente Turf TI

Attention: Erin Feeley

Address: 1737 West Vista Way, Vista, California 92078

Phone: (760) 621-8931

Email: efeeley@bellamentecharter.org

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

Scope of Work:

1. Includes removal and haul-off of existing turf, debris, and landscaping at the turf area and the adjacent planter system
2. Includes trenching around the perimeter of the "turf area."
3. Includes installation of the root barrier system at the North and East perimeter
4. Includes root extraction in the turf area
5. Includes installation of sub-grade Benda Board
6. Includes the supply and installation of *Ultra Play Olive* turf
7. Includes Supply and installation of #16 infill (18,900 LBS)
8. Includes concrete fill of the existing curbed planter area.

The construction documents are as follows:

1. Exhibit A – Schedule of Values
2. Exhibit B – Area Overview
3. Exhibit C- Project Schedule



The price for all labor and materials is \$113,906

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

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

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

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

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

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

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



Respectfully Submitted: Jeremy Palmer, Project Manager, R&R Construction

Acceptance of Offer by Owner:

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

Name: Erin Feeley

Title: Executive Director

Signature: _____

Date: _____

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

**234 Venture St., Suite 100 • San Marcos, CA 92078 • Phone (760) 759-2260 • Fax (760) 759-2269
CA Lic. #646033 • AZ Lic. #B-01-ROC232536 • NV Lic. #0075552 • TX**



Bella Mente Turf Install

Est. #:
Project: Bella Mente Turf Install
Address: 1737 West Vista Way
 Vista, CA, 92084
Date: 3/10/2026
Attention: Erin Feeley
Phone: 951-816-9083
Email: efeeley@bellamentecharter.org

No.	CSI Code	Trade	General Conditions	Building	Total
1	00102	Project Supervision	5,150		5,150
2	00104	Project Administrator	1,211		1,211
3	00107	Vehicles	150		150
4	00108	Fuel	200		200
5	00126	Procore/Sage	150		150
6	00127	Cell Phones	50		50
7	00136	Drinking Water	20		20
8	00158	Misc. Materials - Allowance	200		200
9	02212	Demo Cutting a 4"x4" trench along the perimeter @ 400 LF Remove all landscaping and concrete in the "planter" area. Removal and Haul-off of debris		13,206	13,206
10	02480	Landscaping Arborist Inspection of roots (No damage to trees for removal) Cutting and removal of tree roots in the "turf area." Supply and install of root-barrier		8,136	8,136
11	03300	Concrete Fill the existing "planter" area. Broom finish		4,980	4,980
12	09700	Turf Removal and Haul-off of existing turf and debris Supply and install 9450 sqft of Ultra Play Olive Turf Supply and install #16 Infill (18,900 LBS) Supply and install 390 LF of sub-grade Benda Board		66,425	66,425
13		Subtotal	7,131	92,747	99,878
14	210001	Insurance	107	1,391	1,498
15		Subtotal	7,238	94,138	101,376
16	210002	Overhead	434	5,648	6,083
17		Subtotal	7,672	99,786	107,458
18	210003	Profit	460	5,987	6,447
19		Total	8,133	105,773	113,906

4"x4" perimeter trench for
benda-board

Root barrier install
trench to 24"

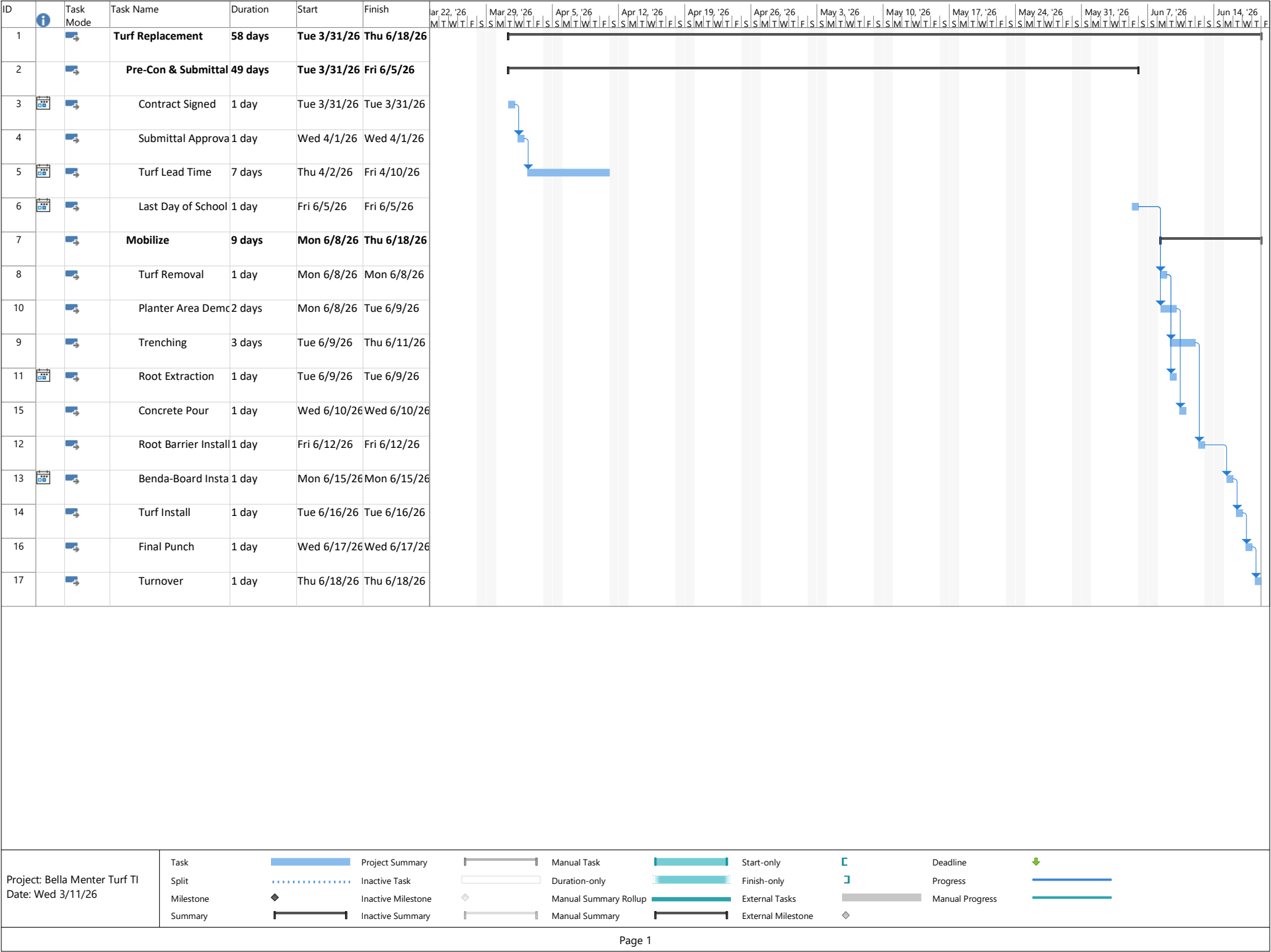
Docusign Envelope ID: C2837722-E9CC-4DE0-BCDA-2268176720C7

Exhibit B



Planter Area:
1.Remove all
landscaping and
concrete bridge.
2. Concrete fill,
broom swept
finish.

Exhibit C - Construction Schedule



APEX FLEX EVENT AGREEMENT

This Event Agreement (the “Agreement”) is entered into effect as of _____, by and between **APEX LEADERSHIP** (hereinafter “Apex”) and Bella Mente Montessori Academy Charter School (“Customer”). WHEREAS, Customer desires to organize a Fun Run and conduct related promotional and educational activities (collectively, the “Run”) commencing on October 26th, 2026, and continuing through November 6th, 2026 (the “Term”), in order to promote Customer as well as raise funds for Customer’s desired needs or purposes; WHEREAS, Apex is in the business of organizing, marketing, and putting on fundraising events such as the Run. NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, the parties hereto do hereby agree as follows:

1. **Apex Services.** Apex agrees to plan, organize, market, promote, and conduct the Run. Such services shall include the following: (i) marketing and promotional activities in connection with the Run in order to increase participation including presentations to students and teachers; (ii) contracting with sponsors (provided that any sponsors shall be subject to Customer’s approval); (iii) coordinate the Run course design/layout, as well as coordinate all water stations, starting lines, and finish lines; (iv) provide participant lap markers and coordinate and supply prizes as well as any awards to be awarded or any special recognitions; and (v) maintain commercial general liability insurance with minimum policy limits of \$1,000,000 per occurrence to cover liability for bodily injury or property damage arising out of Apex’s activities in connection with the Run.

2. **Customer Cooperation.** Customer agrees to cooperate with Apex in the performance of Apex’s activities pursuant to this Agreement. Customer agrees to provide Apex with reasonable access to students and teachers in order to promote the Run and increase participation as well as to provide leads to Apex for other marketing and sponsorship activities in order to increase total revenue for the Run. Customer grants to Apex the right to use its name and its marks during the term of the Agreement solely for purposes of marketing and promoting the Run. Customer agrees to use Apex’s online system, including, subject to applicable law, providing Apex the student’s name and grade. Any funds received directly by Apex staff in connection with the Run will be promptly remitted to Customer and will be paid in accordance with Paragraph 3 below.

3. **Fees.** Upon execution of this Agreement, Customer shall pay to Apex a booking fee of \$0, (the “Booking Fee” is a one-time deposit to hold calendar dates). Upon completion of the program, if the Customer does not wish to work with Apex the following year, we will refund the deposit. If the Customer does plan to work with Apex the following year, it can rollover to hold the Customer’s next year dates. Upon any cancellation of the Agreement by Customer (other than due to default by Apex), Apex shall be entitled to retain the Booking Fee as its liquidated damages and not as a penalty. In all other events, the Booking Fee shall be applicable to the fees payable to Apex as described herein. In exchange for the services provided by Apex, Apex will be paid a percentage of funds collected, and the Customer shall retain the following percentage of funds collected, based on total amount collected from the Run: between 50-65% (see attached table). If the customer opts to give percentage of what is raised directly back to the teachers, that percentage comes from the customer’s funds, not from the Apex cut. The option to gift this percentage to teachers is recommended by Apex, but not required, and should be determined by the customer. The Customer and Apex Fun Run will split online transactional fees (3-4%)- which is usually covered by a sponsor’s optional processing fee. Retainage is the principle whereby a small percentage (typically 5%) of the online proceeds from an event are withheld in the merchant account for approximately thirty days after the event. These retained proceeds are used to cover any potential disputes and chargebacks that occur in ordinary course. During this holding period, the school and (or) Apex may also pursue any outstanding donations from previously failed transactions. At the conclusion of the retainage period, Apex will recalculate the event totals and individual splits per the agreement before making a final disbursement to reconcile.

4. **Termination.** This Agreement will terminate one year from the date of your race or when there are no further payment questions outstanding from sponsors, whichever is later (the “Closing Date”). Either party may terminate this Agreement before the “Closing Date” upon the material breach of the other party, which breach is not cured upon ten (10) days written notice. In the event of termination due to breach, Apex may elect in its discretion to continue providing one or more of its online marketing and promotional services through the Closing Date in order to help Customer complete its fundraising efforts.

5. **Force Majeure.** Apex will use its good faith efforts to conduct the Run on the scheduled day for the Run; provided, however, that Apex shall not be responsible for damages that result from delays or postponements of the Run due to circumstances beyond its reasonable control. No party shall be responsible for events beyond its reasonable control.

6. Notice. Any notice hereunder shall be in writing and shall be effective: (i) the next business day following deposit with a reputable courier service for overnight delivery; or (ii) three (3) business days following deposit in the United States Mail, postage prepaid, when sent by certified mail. All notices shall be forwarded to the address of each party below:

Apex Leadership
1880 Froude St.
San Diego, CA 92107

Customer Contact Info:
Email: efeeley@bellamentecharter.org
Phone: (760) 621-8948

7. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original instrument.

8. Exclusivity. Customer agrees that the Run shall be the only major fundraising activity of School and PTA for the semester in which the Run occurs.

9. Contract Notes: (flex agreement utilizes Apex wrist bands as lap counters for students, lesson videos, or any additional changes).

Apex Leadership:

DocuSigned by:

Natalie Reynolds

Signature:

Name:

Natalie Reynolds

Title:

Leadership & Fundraising Coordinator

CUSTOMER:

Signature:

Name:

Erin Feeley

Title:

Superintendent

APEX FLEX EVENT AGREEMENT (CONT.)

Below is the pricing table from Section 3 in the Event Agreement:

Apex Flex Price Scale			
Min Collected	Max Collected	School %	Apex %
\$65,001	+	65%	35%
\$60,001	\$65,000	64%	36%
\$55,001	\$60,000	63%	37%
\$50,001	\$55,000	62%	38%
\$45,001	\$50,000	61%	39%
\$40,001	\$45,000	60%	40%
\$35,001	\$40,000	59%	41%
\$30,001	\$35,000	58%	42%
\$28,001	\$30,000	57%	43%
\$26,001	\$28,000	56%	44%
\$24,001	\$26,000	55%	45%
\$22,001	\$24,000	54%	46%
\$20,001	\$22,000	53%	47%
\$18,001	\$20,000	52%	48%
\$16,001	\$18,000	51%	49%
\$0	\$16,000	50%	50%

Customer Initials: _____ (this confirms you have seen this portion)



MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is entered into by and between **Bella Mente Charter School** ("Member") and **California Charter Schools Association** ("CCSA") and is effective as of the date of last signature below (the "Effective Date").

1. **Membership Options.** Subject to the terms and conditions of this Agreement, CCSA offers the following membership levels (each, a "Membership Level"): (a) Standard Membership and (b) Basic Membership. Member's election of Membership Level shall be set forth in **Exhibit A**, which is incorporated herein by reference, and shall remain in effect for the applicable Term, unless otherwise adjusted in accordance with this Agreement. The specific benefits available as set forth [here](#) are incorporated into this Agreement by reference.
2. **Term.** The term of a Standard Membership shall be two (2) years and the term of a Basic Membership shall be one (1) or two (2) years, as selected in **Exhibit A**, each measured in consecutive membership years beginning July 1 and ending June 30 (each, a "Membership Year"), unless earlier terminated. Upon expiration of the initial term or any renewal term, this Agreement shall automatically renew for a successive term of the same length (one (1) year or two (2) years, as applicable), on the same terms and conditions, unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
3. **Pricing.** Member shall pay membership fees based on its elected Membership Level and applicable student enrollment, as follows:
 - (a) **Standard Membership Fees.** For the 2026–27 Membership Year, the fee shall be Twenty-Four Dollars (\$24.00) per student and the fee shall increase automatically each Membership Year, as set forth [here](#).
 - (b) **Basic Membership Fees.** For the 2026–27 Membership Year, the fee shall be Sixteen Dollars and Fifty Cents (\$16.50) per student and the fee shall increase automatically each Membership Year, as set forth [here](#).

3.1 **Student Enrollment Determination.** Annual membership fees shall be calculated based on the student enrollment data reported by Member in the California Basic Educational Data System ("CBEDS") for the academic year immediately preceding the Membership Year. Any invoice for a fully prepaid two-year term shall be calculated using CBEDS student enrollment data from the academic year immediately preceding the first Membership Year, regardless of enrollment fluctuations during the term. In the event CBEDS is not available, membership fees will be calculated based on Member's self-reported enrollment numbers.



4. Pricing Discounts

4.1 **Standard Membership Discounts.** Subject to timely payment and compliance with this Agreement, the following discounts apply to Standard Membership fees:

(a) **Prepayment Discount.** A discount of One Dollar (\$1.00) per student shall apply to the second year of the Term if the two-year membership fee is paid no later than September 30 of the first Membership Year.

(b) **High Enrollment Discount.** Membership fees for the first ten thousand (10,000) students shall be billed at the Standard Membership rate. Any students in excess of 10,000 shall be billed at the Basic Membership rate.

4.2 **Basic Membership Discounts.** Subject to timely payment and compliance with this Agreement, the following discounts apply to Basic Membership fees:

(a) **Two-Year Commitment Discount.** A discount of Fifty Cents (\$0.50) per student shall apply to the second Membership Year of a two-year Basic Membership Term.

(b) **Prepayment Discount.** A discount of One Dollar (\$1.00) per student shall apply to the second year of the Term if the two-year membership fee is paid no later than September 30 of the first Membership Year.

5. Payment Terms. Member may pay the membership fee in full on an annual basis or prepay the two-year membership fee, in either case, payment is due no later than September 30. Full payment or prepayment entitles Member to the applicable discount, if any, as described in Section 4. Alternatively, Member may choose an annual installment plan with fifty percent (50%) of the annual membership fee due by September 30 and the remaining fifty percent (50%) due by December 15. Member's choice applies for the applicable Term.

6. Membership Policies

6.1 **Network-Wide Participation.** If any school operated by a Charter Management Organization ("CMO") or network elects to become a Member, all schools operated by such CMO or network shall be required to participate as Members under this Agreement.

6.2 **Geographic Consistency of Membership Level.** All schools operated by a CMO or network that are physically located within the same CCSA-designated geographic region shall participate at the same Membership Level. The schools located within each applicable geographic region shall be identified in **Exhibit A**.

6.3 **Notice of School Changes.** Member shall notify CCSA in writing within thirty (30) days of the opening or closure of any school within its CMO or network.



6.4 School Closures; No Refunds. If a CMO or network school closes, the school shall be removed from the Member's account; however, membership fees for the then-current Membership Year shall remain due and payable, and no refund, credit, or proration shall be issued for any membership fees already paid. The closed school shall be excluded from the calculation of membership fees for any subsequent Membership Year following the closure. Any amount previously paid by the Member is non-refundable and no refund, credit, or proration shall be issued for the closed school. If the Member operates only one school and that school closes, membership fees for the then-current Membership Year shall remain due and payable, and no refund, credit, or proration shall be issued; however, the contract shall be terminated at the end of the Membership Year.

6.5 School Openings. If a CMO or network school opens during the Term, such school shall be added to the Member's account. Membership will be complimentary for the school's first year of operation. Membership fees will be billed for the school's second year of operation and such fees will not be eligible for the Prepayment Discount or the Two-Year Commitment Discount.

6.6 Participation Threshold Adjustment. If a participation threshold required for CCSA to deliver Standard Membership benefits in a particular region is not met, any Member electing Standard Membership shall be recategorized to Basic Membership for the same Term and membership fees shall be lowered accordingly.

6.7 Communications and Member Portal Access. By executing this Agreement, Member consents to receive communications from CCSA via email, including notices, updates, and information regarding membership benefits. Any individuals affiliated with Member's school or corporate entity who are granted access to the Member Portal and related digital resources, whether listed in **Exhibit B** or already associated with Member accounts or added through future registrations or invitations, including invitations to the Member Portal and the CCSA mailing list, shall be permitted such access. Member acknowledges and agrees that such access is a condition of membership, and that CCSA may communicate relevant membership information through these channels.

6.8 Membership Suspension. CCSA may immediately suspend Member's access to some or all membership benefits, without liability, if Member has executed this Agreement and fails to make any required payment by the applicable September 30 or December 15 deadline, or is otherwise in material breach of this Agreement.

6.9 Membership Rescission. CCSA may, upon written notice to Member, suspend or terminate Member's membership if Member's conduct or activities are no longer consistent with CCSA's mission, values, or standards, or for other good-faith reasons determined by CCSA.



7. Standard Contract Terms

7.1 Independent Contractor Relationship. The parties are independent contractors, and nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, or employment relationship between them.

7.2 Dispute Resolution Any dispute arising out of or relating to this Agreement or the Membership shall be resolved exclusively by binding, individual arbitration in California before a single arbitrator under the rules of the American Arbitration Association or an administrator selected by CCSA, with class, collective, representative, and private attorney general actions waived, damages limited to the total annual membership fees paid or payable for the applicable year, punitive and consequential damages waived, and each party bearing its own attorneys' fees and costs except as required by law.

7.3 Entire Agreement. This Agreement, including **Exhibits A and B**, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings. Any amendment must be in writing and signed by both parties, except that CCSA may update administrative policies, procedures, and membership benefits.

7.4 Notices. Any notice required or permitted under this Agreement may be provided by email to the most recent contact information provided by Member in **Exhibit B** and shall be deemed effective upon transmission, regardless of receipt. Notices to CCSA shall be sent to membercontracts@ccsa.org.

7.5 Force Majeure. CCSA shall not be liable for any failure or delay in performance under this Agreement due to events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, public health emergencies, or failures of utilities or communications systems.

7.6 Survival. The provisions of this Agreement which by their nature should survive termination or expiration of this Agreement shall survive, including without limitation provisions relating to payment obligations, no-refund terms, dispute resolution, arbitration, class action waiver, limitation of remedies, governing law, and miscellaneous provisions.

7.7 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-laws principles.

8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.



California
Charter Schools
Association

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CCSA:

Name: Sara deLeeuw

Title: Chief Financial Officer

Date:

CCSA:

Name: Julie Umansky

Title: Chief Legal Officer & General Counsel

Date: 3/2/2026

Member:

Name:

Title:

Date:

EXHIBIT A – MEMBERSHIP SELECTION

Section 1 – CCSA Designated Geography and Membership Level Selection

All schools within the same CCSA-designated geographic region shall participate at the same Membership Level and all schools shall participate as Members for the same Term in accordance with the Agreement.

Member elects the following Membership Level for each region and term for Basic Membership, if applicable:

CCSA-Designated Geographic Region: San Diego and Imperial Counties

School Member Id	School name	County
A-04455	Bella Mente Montessori Academy	San Diego

Membership Level for San Diego and Imperial Counties

Term (Basic Membership only)

*If you selected Basic Membership only, please select a Term below. If you selected Standard Membership in any region, you should **not** select a Term as any selection other than two (2) years will not apply, per the terms of this agreement.*

Standard Membership shall have a two (2) year Term, as set forth in the Agreement.

If Member elects Basic Membership and does not select a Term, the Term shall automatically be deemed two (2) years.

Member represents and warrants that the schools listed above accurately reflect all schools operated by Member within each identified CCSA-designated geographic region as of the Effective Date of the Agreement. Member agrees to notify CCSA in writing of any changes, additions, or closures of schools in accordance with the Agreement.



EXHIBIT B – MEMBER PORTAL ACCESS

Section 1 – Authorized Individuals

Title	First Name	Last Name	Email
Primary Contact (Required)			
Billing Contact (Required)			

Member shall list below additional individuals affiliated with Member's school or corporate entity who are authorized to access the Member Portal and related digital resources.

Title	First Name	Last Name	Email
Board Chair/President (Required)			
Board Secretary (Required)			
Additional Board Member			
Additional Board Member			
Additional Board Member			
Additional Board Member			
Additional Board Member			
Additional Board Member			

Member may also include additional individuals for registration at its discretion:

Additional Individual 1	
<u>First Name</u>	<u>Last Name</u>



<u>Email</u>	<u>Title</u>
<u>Role</u>	

Additional Individual 2	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	

Additional Individual 3	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	

Additional Individual 4	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	

Additional Individual 5



<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	

Additional Individual 6	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	

Additional Individual 7	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	

Acknowledgment; Terms and Privacy.

This Agreement incorporates by reference CCSA's Terms & Conditions and Privacy Policy, as updated from time to time. Member acknowledges that individuals designated or provided by Member, whether listed in this Exhibit or added in the future, may be registered in the Member Portal and included in CCSA's email communications for membership administration. Member represents and warrants that it has obtained, or will obtain prior to submission, all legally required notices and consents from such individuals. Member further acknowledges that portal access and receipt of membership-related communications are conditions of membership.



Artificial Intelligence (AI) Use Policy

Purpose

Bella Mente Montessori Academy (“the School”) is committed to fostering curiosity, independence, creativity, and responsible citizenship in alignment with Montessori principles. Artificial Intelligence (AI) technologies may assist staff and students with research, organization, planning, and learning when used responsibly.

However, AI tools also present risks, including:

- privacy breaches involving student data
- inaccurate or biased outputs
- misuse of confidential information
- academic dishonesty
- overreliance on automated systems

This policy establishes guidelines to ensure AI is used ethically, safely, and responsibly, while preserving the professional judgment of educators and the independence and authentic learning of students.

Scope

This policy applies to:

- All employees, contractors, and volunteers
- All students
- All AI tools used on school devices, networks, or for school-related work

This includes AI tools accessed through:

- school accounts
- personal accounts
- integrated software features
- browser-based platforms

Definitions

Artificial Intelligence (AI)- Technology that uses algorithms, machine learning, large language models, or other automated systems to generate, analyze, summarize, translate, recommend, or produce content.

AI Tool- Any software, platform, or application that uses artificial intelligence.

Approved AI Tool- An AI tool authorized by the School for use under specified conditions.

Student PII- Personally identifiable information relating to a student.

Pupil Record Information- Information derived from student educational records including:

- academic records
- attendance
- discipline records
- special education records
- health information
- counseling records

Confidential Information- Any nonpublic information including student information, family communications, staff records, or internal school documents

Governance and AI Tool Approval

The School will maintain an Approved AI Tools List.

The list will be maintained by the Superintendent or designee.

Before approval, tools may be evaluated for:

data privacy protections, FERPA compliance, student safety, accuracy and bias risks, vendor data usage policies, and compatibility with school systems

Staff and students may not use unapproved AI tools for school purposes without authorization. The Approved AI Tools List will be reviewed at least annually.

Staff Use of Artificial Intelligence

Staff may use Approved AI Tools to support professional work, including: lesson planning, generating instructional ideas, creating rubrics, drafting general communications, organizing information, and administrative productivity.

However:

AI may assist staff but may not replace professional judgment.

Staff are responsible for all final content produced.

All AI-generated material must be carefully reviewed for: accuracy, bias, tone, completeness, and developmental appropriateness.

Staff remain fully accountable for instructional decisions.

Prohibited Staff Uses

Staff may not:

- enter Student PII or confidential student information into an AI tool unless specifically authorized
- upload student work containing identifiable information
- use AI to generate IEPs, 504 plans, evaluation summaries, or special education documentation unless the tool has been specifically approved
- use AI to make disciplinary or academic decisions
- rely on AI to evaluate student progress without human review

AI must never replace educator responsibility.

Student Use of Artificial Intelligence

AI tools may support student learning when used responsibly and under teacher supervision. Students may use approved AI tools for: brainstorming ideas, research support, editing or revising writing, exploring questions, or generating study guides.

However, students may not:

- submit AI-generated work as their own original work
- use AI tools to complete assignments when teachers prohibit their use
- use AI to cheat, plagiarize, or bypass learning expectations
- enter personal student information into AI platforms

Teachers may determine when AI use is appropriate for specific assignments.

Students must cite AI assistance when used.

The School encourages students to view AI as a tool for learning-not a replacement for thinking. This aligns with Montessori principles of independence, curiosity, and authentic intellectual development.

Academic Integrity

Work generated primarily by AI may not be submitted as original student work unless specifically allowed by the teacher.

Teachers may require students to: explain their thinking, show drafts, demonstrate understanding verbally, and complete work without AI assistance.

Violations may be treated as academic dishonesty.

Data Privacy and Legal Compliance

The School will comply with all applicable privacy laws including:

Family Educational Rights and Privacy Act (FERPA)

Individuals with Disabilities Education Act (IDEA)

California Student Online Personal Information Protection Act (SOPIPA)

California Education Code student privacy protections

Student PII and pupil record information may not be disclosed to AI tools unless:

- the tool is approved for the specific purpose in writing
- the disclosure is legally authorized
- data protections are verified

Staff must follow data minimization, meaning only the minimum necessary information may be shared.

Bias, Accuracy, and Ethical Use

AI systems may generate inaccurate or biased information.

Staff and students must critically evaluate AI outputs for: factual accuracy, fairness and cultural bias, age appropriateness, and alignment with curriculum standards.

AI-generated content should never be accepted without review.

Transparency and Disclosure

Staff should be transparent about significant AI use in professional work.

If AI significantly contributes to instructional or communication materials, staff should ensure the content has been: reviewed, edited, verified

Students must acknowledge AI assistance when used in assignments.

Security and Accounts

Staff should avoid connecting AI tools to: Google Drive, Student Information Systems, internal school databases.

Staff should not upload confidential documents to AI platforms.

Training

The School may provide periodic training on responsible AI use including: privacy protections, bias awareness, ethical use and academic integrity.

Staff are expected to follow training guidance when using AI tools.

Incident Reporting

If a staff member accidentally discloses student information to an AI tool, they must immediately report the incident to their Supervisor.

The School will investigate and take appropriate steps to mitigate any privacy risks.

Enforcement

Violations of this policy may result in:

- removal of access to AI tools
- retraining
- disciplinary action
- termination of employment (for staff)
- student disciplinary consequences consistent with school policy

Policy Review

Because AI technology evolves rapidly, this policy will be reviewed annually and updated as necessary.

Montessori Alignment Statement

Bella Mente Montessori Academy believes technology should support, not replace, human curiosity, creativity, and independent thinking.

Artificial Intelligence should serve as a tool for exploration and organization, while preserving the Montessori commitment to: hands-on learning, critical thinking, student independence and authentic intellectual development.

Human judgment and meaningful learning remain central to the educational experience.



BELLA MENTE CHARTER SCHOOL- AGENDA ITEM E17

TO: Board of Directors - Regular Board Meeting

FROM: Superintendent

DATE: April 14, 2026

SUBJECT: Update to Superintendent Expenditure threshold without prior board approval- \$15,000

ISSUE: Bella Mente Charter School has experienced significant growth since 2013, including an increase in student enrollment, programming, staffing, and an annual operating budget of approximately \$8.5 million.

BACKGROUND: The existing \$5,000 threshold is considered conservative for an organization of this size and has resulted in increased administrative burden and delays in timely decision-making for routine operational expenditures.

California law does not mandate a specific dollar threshold for expenditures requiring Board approval; instead, charter schools are authorized to establish internal thresholds through board policy that reflect sound fiscal management and internal controls.

Industry best practices and guidance from fiscal oversight agencies (e.g., FCMAT) indicate that charter schools with budgets similar to Bella Mente commonly establish Superintendent expenditure thresholds in the range of \$10,000 to \$20,000.

Updating the threshold to \$15,000 maintains strong fiscal oversight while improving operational efficiency and allowing for more timely execution of school needs, including curriculum purchases, facility maintenance, and program-related expenses. All expenditures will continue to follow established internal control procedures, including documentation and approval protocols.

FISCAL IMPACT/ FUNDING SOURCE: There is no direct fiscal impact associated with this change. This update modifies internal approval authority only and does not increase overall spending. All expenditures will continue to be made within the Board-approved budget and in accordance with established fiscal policies.

RECOMMENDATION: It is recommended that the Board of Directors approve the increase of the Superintendent's expenditure approval threshold from \$5,000 to \$15,000 without prior Board approval, effective immediately.

Respectfully Submitted,

Erin Feeley
Superintendent

SERVICES AGREEMENT

This Agreement, for the provision of services is entered into this first day of July 2026 by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and Bella Mente Montessori Academy Charter School (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

1. Scope of Services.

Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2. Term of Agreement.

This Agreement shall be effective from the period commencing July 1, 2026, and ending June 30, 2027, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be affected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

The SDCOE will compensate Contractor at a rate of \$5,000 per participating school, not to exceed a total of five thousand dollars (\$5,000). Contractor understands and agrees that there shall be no payment in instances where services are not provided. All payments are made based upon a net 30 basis from receipt and approval of submitted invoice. The payment will be processed via auditor transfer. The SDCOE reserves the right to prorate any compensation based upon the services actually performed.

Invoices must include the SDCOE assigned agreement number stipulated on the first page of this Agreement. Contractor will invoice SDCOE by May 31st for all services.

Contractor may be reimbursed for reasonable and necessary expenses in accordance with SDCOE reimbursement policies provided such expenses are pre-approved as listed in Exhibit A or by the SDCOE contract designee via written amendment to this agreement. Expense reimbursement requests require receipts and will not be reimbursed without accompanying receipts.

Contractor is solely responsible for the payment of any applicable federal or state taxes incurred under this Agreement.

SDCOE shall pay for services rendered pursuant to this Agreement. No payment shall be made for any extra, further, or additional services without a duly executed amendment. In no event shall Contractor submit an invoice for an amount in excess of the maximum amount of compensation provided above either for a task or the entire Agreement, unless this Agreement is modified prior to the submission of such an invoice by a properly executed amendment.

5. Confidential Relationship.

SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Contractor by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.

6. Public Records Act.

Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 7920.000, et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.) Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 7927.500 - 7929.010 and section 7922.000 et seq.). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via email and/or by US Mail to the address and email listed within the notices section of this Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps, and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

8. Fund Availability.

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection.

All SDCOE content/data (to include but not limited to students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

13. Licenses, Permits, Etc.

Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. Contractor's Insurance.

The Contractor shall maintain and shall cause each Subcontractor to maintain Public Liability and Property Damage Insurance to protect them and the SDCOE from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from the operations under this Agreement. The minimum amounts of such insurance shall be as hereinafter set forth.

Required Amounts of Insurance:

General Liability

Bodily Injury and	\$1,000,000
Comprehensive form - Property Damage	Amount
Products/Completed	
Operations	

Auto Liability	
Bodily Injury and	\$100,000/\$300,000
Comprehensive form - Property Damage	Amount
Owned, Non-owned Hired Combined	

The Contractor shall file, with the SDCOE, Certificates of Insurance indicating a thirty-day (30) cancellation notice and naming the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** as an additional insured.

15. Workers' Compensation.

The Contractor shall provide workers' compensation insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or Contractor shall sign and file on company letterhead stationery with the SDCOE the following certificate:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of that Code, and I will comply with such provision before commencing the performance of the work of this Agreement."

16. Tuberculosis Clearance.

Contractor shall certify in writing that Contractor's employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

17. Pupil Safety/School Safety Act.

California Education Code Sections 33192, 33195, and 45125 et al., provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice. Contractor shall comply with all provisions of Education Code section 45125.1 et seq., as applicable to the determination below. The SDCOE has completed the "Pupil Safety Provisions" below certifying the level of contact that Contractor is expected to have with SDCOE'S pupils.

XXX The SDCOE has determined that contact (including electronic contact) with pupils may occur under the terms of this Agreement. Fingerprinting and certification will be required of the Contractor. No work may take place until the requirements of Education Code section 45125.1 have been met.

 The SDCOE has determined that there will be no contact with pupils under the terms of this Agreement.

The above determination is made by Tracy Schmidt

Signature _____ Date _____
(SDCOE Program Manager/Director)

18. Indemnification.

To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation

is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Tracy Schmidt, Senior Director, Attendance, Safety, and Student Engagement
6401 Linda Vista Rd
San Diego, CA 92111
858-298-6750
tracy.schmidt@sdcoe.net

With copy to: Chief Business Officer and
SDCOE Legal Services
6401 Linda Vista Rd
San Diego, CA 92111

Contractor: Erin Feeley, Executive Director
Bella Mente Montessori Academy Charter School
155 Emerald Dr, Vista CA 92083
(760) 621-8948
EFeeley@bellamentecharter.org

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days.

If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to licensing, employment, purchasing practices, wages, hours, and conditions of employment.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension, or Ineligibility Clause.

By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.

Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

28. Conflict of Interests.

Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. Waiver.

Any of the terms or conditions of this agreement may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction of that term or condition as it applies on a subsequent occasion or any other term or condition of this Agreement.

32. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

33. County of San Diego Mandated Clauses for Sub-Agreements.

For County of San Diego funded contracts only, Per Section 1.4.2 of the Standard County Services Contract Agreement, the following clauses from Articles 3, 7, 8, 9, 10, 11, 13, 14, and 16 are and will be required to be in all sub-agreements between a county-contracted provider (SDCOE) and a Consultant (name of consultant). These are incorporated by reference as part of this Agreement as Exhibit (C). Consultant shall also be in compliance with the noted stipulated conditions and applicable federal provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

**BELLA MENTE MONTESSORI ACADEMY CHARTER
SCHOOL**

By (Authorized Signature)

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Title

Date

Date

EXHIBIT A
SPECIAL PROVISIONS

A. Scope of Work

- School identified contact person will oversee project
- Identified contact person will participate in meetings with the San Diego County Office of Education and/or the RAND Corporation
- District or school will administer a survey in 6th, 7th, and 8th grade to capture the following indicators:
 - Perception of harm
 - Well-being and hopefulness
 - School connectedness
 - Substance use
- District or school will ensure all (11) core lessons of Project ALERT are being implemented in 7th grade and all (3) boosters lessons are being implemented in 8th grade
- New teachers will attend Project ALERT and Getting to Outcomes training
- Teachers will participate in coaching with RAND
- Teachers will implement Project ALERT pre-survey prior to the start of implementation of lessons and post-survey after the completion of lessons (core and booster)
- School will report the number of lessons facilitated each month for county reporting
- Teachers will participate in fidelity checks (lesson observations) with SDCOE staff
- School will work with SDCOE to create sustainability plans for continued lesson implementation and support

EXHIBIT B
(RESERVED)

EXHIBIT C

ARTICLE 3

DISENTANGLEMENT

3.1 General Obligations.

Upon the expiration or termination of all or a portion of the services provided hereunder (“Transitioning Services,”), the County may elect to have such services, substantially similar services, or follow-on services (“Disentangled Services”) performed by County or one or more separate contractors (“Replacement Provider”). Contractor shall take all actions necessary to accomplish a complete and timely transition of the Disentangled Services (“Disentanglement”) without any material impact on the services. Contractor shall cooperate with County and otherwise take all steps reasonably required to assist County in effecting a complete and timely Disentanglement. Contractor shall provide Replacement Provider with all information regarding the services and any other information needed for Disentanglement.

Contractor shall provide for the prompt and orderly conclusion of all work required under this Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly Disentanglement.

3.2 Disentanglement Process.

Contractor and County shall discuss in good faith a plan for Contractor’s Disentanglement that shall not lessen in any respect Contractor’s Disentanglement obligations.

If County requires the provision of Transitioning Services after expiration or termination of the Agreement or Disentanglement work not otherwise required under this Agreement, for which additional compensation will be due, such

services shall be compensated at: (i) the applicable rates in Agreement or a reasonable pro-rata of those prices, or (ii) if no applicable rates apply, no more than Contractor’s costs. Such work must be approved in writing by County approval of a written Disentanglement plan or separately in writing and is subject to the Compensation clause on the signature page.

Contractor’s obligation to provide Disentanglement services shall not cease until all Disentanglement obligations are completed to County’s reasonable satisfaction, including the performance by Contractor of all Specific Obligations of Contractor. County shall not require Contractor to perform Transitioning Services beyond 12 months after expiration or termination, provided that Contractor meets all Disentanglement obligations and other obligations under Agreement.

3.3 Specific Obligations.

The Disentanglement shall include the performance of the following specific obligations (“Specific Obligations”):

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and Replacement Provider to ensure a smooth Disentanglement, with no interruption of or adverse impact to Disentangled Services, Transitioning Services, other work required under the Agreement, or services provided by third parties.

3.3.2 Client Authorizations.

Contractor shall obtain from clients served by Contractor all client consents or authorizations legally necessary to transfer client data to Replacement Provider.

3.3.3 Leases, Licenses, and Third-Party Agreements.

Contractor shall procure at no charge to County all authorizations necessary to grant Replacement Provider the use and benefit of any third-party agreements pending their conveyance or assignment to Replacement Provider.

Contractor, at its expense, shall convey or assign to Replacement Provider leases, licenses, and other third-party agreements procured under this Agreement, subject to written approval of the Replacement Provider (and County, if Replacement Provider is other than County).

Without limiting any other provision of this Agreement, Contractor shall reimburse County for any losses resulting from Contractor’s failure to comply with any terms of any third-party agreements prior

to the date of conveyance or assignment.

3.3.4 Return, Transfer, and Removal of Assets.

Contractor shall return to County all County assets in Contractor's possession, pursuant to section 2.4 of this Agreement.

County shall be entitled to purchase at net book value Contractor assets used primarily for the provision of Disentangled Services to or for County, other than those assets expressly identified as not being subject to this provision. Contractor shall promptly remove from County's site any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.5 Delivery of Documentation.

Notwithstanding section 13.5 of this Agreement, and without limiting Contractor's obligations thereunder, Contractor shall deliver to Replacement Provider (and/or County, if Replacement Provider is other than County), all documentation and data necessary for Disentanglement.

3.3.6 Reserved.

ARTICLE 4

4.6 Prompt Payment for Vendors and Subcontractors

- 4.6.1 Unless otherwise set forth in this section 4.6, Contractor shall promptly pay Related Subcontractors for satisfactory performance of work required by this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County, and Contractor shall apply such payments to the payment of the Related Subcontractor(s) that performed the work.

ARTICLE 7

SUSPENSION, DELAY, AND TERMINATION

- 7.1 Termination for Default. In the event of Contractor's breach of this Agreement, County shall have the right to terminate this Agreement in whole or in part.

- 7.1.2 Prior to termination for default, Contracting Officer will send Contractor written notice specifying the default. Contractor shall have ten (10) days from issuance (unless a different time is given in the notice) to respond to the notice as directed by County to acknowledge the default or show cause as to why Contractor is not in default. Such notice may provide Contractor the opportunity to cure the default or to demonstrate progress towards curing the default. If Contractor fails to respond, or if Contractor's response is not satisfactory to the County, County may terminate this Agreement for default upon written notice from Contracting Officer.

- 7.1.3 If County determines that the default contributes to the curtailment of an essential service; poses an immediate threat to life, health, or property; or constitutes fraud or other serious misconduct, County may terminate this Agreement for default by written notice from the Contracting Officer without the notice described in section 7.1.2 above.

- 7.1.4 In the event of termination for default, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

- 7.1.5 If, after termination for default, it is determined for any reason that Contractor was not in default under this Agreement, the rights and obligations of the parties shall be the same as if terminated for convenience under section 7.5 "Termination for Convenience."

7.2 RESERVED

- 7.3 Failure to Perform. Contractor shall immediately notify the COR upon learning that it has, or that it is reasonably foreseeable that it will, fail to perform or timely perform its obligations under this Agreement for any reason, including, but not limited to, a labor dispute, emergency, epidemic, pandemic, or supply chain shortage. In such event, Contractor shall, upon request, prepare and deliver to the COR a written mitigation plan. Nothing in this section relieves the Contractor of its obligations under this Agreement.

- 7.4 Reduction in Funding. In the event there is a reduction of funds made available by County to Contractor under this or subsequent agreements, the County of San Diego and its departments, officers and employees

shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.

- 7.5 Termination for Convenience. The County may, by written notice from Contracting Officer, terminate this Agreement for convenience, in whole or in part, at any time. Upon receipt of such notice, Contractor shall promptly report to County all undelivered or unaccepted work performed in accordance with this Agreement prior to termination ("Incomplete Work"). Contractor may, at County's option, be required to complete some or all Incomplete Work during Disentanglement.
- 7.5.1 The County shall pay Contractor as full compensation for work performed and costs of termination:
- 7.5.1.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.1.2 Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.
- 7.5.2 In no event shall the County be liable for any loss of profits or any other consequential damages.
- 7.5.3 County's termination of this Agreement for convenience shall not preclude it from changing the termination to a default, as set forth in section 7.1 of this Agreement, nor from taking any action in law or equity against Contractor for:
- 7.5.3.1 Fraud, waste, or abuse of Agreement funds, or
- 7.5.3.2 Improperly submitted claims, or
- 7.5.3.3 Any failure to perform the work in accordance with the Statement of Work, or
- 7.5.3.4 Any breach of any term or condition of the Agreement, or
- 7.5.3.5 Any actions under any warranty, express or implied, or
- 7.5.3.6 Any claim of professional negligence, or
- 7.5.3.7 Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.
- 7.5 Suspension of Work. The Contracting Officer may order Contractor, in writing, to suspend, delay, or interrupt all or part of the work of this Agreement for the period of time that the Contracting Officer determines appropriate. County reserves the right to prohibit, without prior notice, Contractor or Contractor's employees, directors, officers, agents, subcontractors, vendors, consultants, or volunteers from 1) accessing County data systems and County owned software applications, including websites, domain names, platforms, physical files, 2) treating County's patients, clients, or facility residents, or 3) providing any other services under this Agreement.

ARTICLE 8

COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with federal and State equal employment opportunity laws, including, but not limited to, the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any

individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.

- 8.4 **Affirmative Action.** Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet website (www.sandiegocounty.gov).
- 8.5 **Non-Discrimination.** Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, physical or mental disability, political affiliation or marital status in accordance with applicable laws, including, but not limited to, Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d), section 162 (a) of the Federal-Aid Highway Act of 1973 (23 U.S.C 324), section 504 of the Rehabilitation Act of 1973, The Civil Rights Restoration Act of 1987 (P.L. 100-209), Executive Order 12898 (February 11, 1994), Executive Order 13166 (August 16, 2000), Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-e), the Age Discrimination Act of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (section 11135, et seq.) of the California Government Code, Title 9, Division 4, Chapter 6 (section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 **AIDS Discrimination.** Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) as those terms are defined in Title 3, Division 2, Chapter 8, section 32.803, of the San Diego County Code of Regulatory Ordinances.
- 8.7 **American with Disabilities Act (ADA) 1990.** Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations, and telecommunications services in compliance with the Americans with Disabilities Act (ADA), the California Fair Employment and Housing Act (FEHA), and California Administrative Code Title 24.
- 8.8 **Political Activities Prohibited.** None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither this Agreement nor any funds provided hereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 **Lobbying.** Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.9.1 **Byrd Anti-Lobbying Amendment.** In accordance with 31 U.S.C. 1352 and related regulations, (a) Contractor certifies, and shall require each lower-tier recipient (as that term is defined in 31 U.S.C. 1352) to certify to the tier above, that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any covered Federal contract, grant or any other award covered by 31 U.S.C. 1352, and (b) Contractor shall disclose, and shall require each lower-tier recipient to disclose to the tier above, any lobbying with non-Federal funds that takes place in connection with obtaining any covered Federal award.
- 8.10 **Religious Activity Prohibited.** There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 **Audit Requirement.**
- 8.11.1 Contractor shall annually engage a Licensed Certified Public Accountant licensed to perform audits and attests in the State of California to conduct an annual financial audit of the organization. Contractors

that expend \$750,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards,

which includes Single Audit Act Amendments and the Compliance Supplement (2 CFR part 200 App. XI). Contractors that are commercial organizations (for-profit) are required to have a non-federal audit if, during its fiscal year, it expended a total of \$750,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of the Compliance Supplement but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any agreement entered into with an audit firm, or notify the audit firm in writing prior to the audit firm commencing its work for Contractor, that the audit firm shall, pursuant to 31 U.S.C. 7503, and to the extent otherwise required by law, provide access by the federal government or other legally required entity to the independent auditor's working papers that were part of the independent auditor's audit of Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with the Compliance Supplement, and the management letter to the County fifteen

(15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.

- 8.11.2 Contractor shall immediately notify County upon learning that Contractor's independent Certified Public Accountant may or will issue a disclaimer of opinion due to substantial doubt of Contractor's ability to continue as a going concern.

- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors, available on the County of San Diego website:

- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and

- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and veteran owned businesses in County procurements; and

- 8.12.3 Zero Tolerance for Fraudulent Conduct in County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by contractors in connection with their performance under the Agreement, said contractor shall be subject to corrective action up to and including termination of the Agreement; and

- 8.12.4 Interlocking Directorate. Per Board Policy A-79, if Contractor is a non-profit corporation, Contractor shall not subcontract any work under this Agreement with a related for-profit subcontractor where an interlocking directorate, management, or ownership relationship exists, unless specifically authorized by the Board of Supervisors; and

- 8.12.5 Drug and Alcohol-Free Work Environment. The County of San Diego, in recognition of its responsibility to provide a safe, healthy, and productive work environment and perform services as safely, effectively, and efficiently as possible, has adopted a requirement for a work environment not adversely affected or impaired in any way by the use or presence of alcohol or drugs in Board Policy C-25 County of San Diego Drug and Alcohol Use Policy.

- 8.12.5.1 As a material condition of this Agreement, the Contractor agrees that Contractor and Contractor's employees, while performing services or using County equipment pursuant to Agreement:

8.12.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.

8.12.5.1.2 Shall not possess, consume, or be under the influence of alcohol and/or an illegal drug.

8.12.5.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job

duties and responsibilities prescribes or administers medically prescribed drugs.

8.12.5.2 Contractor shall inform all employees who are performing applicable services of the County's Board Policy C-25 and the above prohibitions.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 2) (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect

third parties, including, without limitation, employees, and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state, or local laws or ordinances, rules, decrees, orders, regulations, or court decisions (including the so- called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Contractor with respect to any third person under any Environmental Laws.

8.15 Clean Air Act and Federal Water Pollution Control Act.

8.15.1 Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §§ 1251 et seq.). Contractor shall report each violation to the USDA and the appropriate EPA Regional Office as required.

8.15.1.1 Contractor agrees to report each violation to the County (and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate federal agency) and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include this requirement in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

8.16 Debarment, Exclusion, Suspension, and Ineligibility.

8.16.1 Contractor certifies that, to the best of its knowledge, and except as disclosed to County and acknowledged in writing by County prior to the execution of this Agreement, Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers:

8.16.1.1 Are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension, or ineligibility by any federal, state, or local department or agency; and

8.16.1.2 Have not within a 3-year period preceding this Agreement been convicted of, or had a civil or administrative judgment rendered against them for, the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or

misconduct with a patient or client, or medical negligence or malpractice;

- 8.16.1.3 Are not presently indicted or otherwise criminally, civilly, or administratively charged by a government entity (federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.16.1.4 Are not presently the target or subject of any investigation, accusation, or charge related to the conduct of business by any federal, state, or local agency or law enforcement, licensing, certification, labor standards, occupational safety, ethics, or compliance body.
- 8.16.1.5 Are not proposed for debarment by any state, local, or federal department or agency.
- 8.16.1.6 Do not have a judgment rendered against them by a body described in 8.16.1.5 that is unsatisfied.
- 8.16.1.7 Have not within a three (3) year period preceding this Agreement (i) been found in violation or had a judgment rendered against them resulting from the type of investigation, accusation, or charge described in 8.16.1.5 or (ii) had one or more public transactions (federal, state, or local) terminated for cause or default.

8.16.2 Contractor shall have an ongoing duty during the term of this Agreement to disclose to the County any occurrence that would prevent Contractor from making the certifications contained in this section 8.16 on an ongoing basis. Such disclosure shall be made in writing to the COR and the County Office of Ethics and Compliance within five (5) business days of when Contractor discovers or reasonably believes there is a likelihood of such occurrence.

8.16.3 Debarment and Suspension.

- 8.16.3.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 8.16.3.2 The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 8.16.3.3 This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

8.17 Display of Fraud Hotline Poster(s). As a material term and condition of this Agreement, Contractor shall:

- 8.17.1 Prominently display in common work areas within all business segments performing work under this Agreement County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.17.2 Posters may be downloaded from the County Office of Ethics and Compliance website at: <http://www.sandiegocounty.gov/content/sdc/cao/oec.html>. Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website;
- 8.17.3 If Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster.

8.18 False Claims Act Training. Contractor shall, not less than annually, provide training on the Federal False Claims Act (31 USC 3729, et seq. or successor statutes) and State False Claims Act (California Government Code 12650, et seq. or successor statutes) to all employees, directors, officers, agents, Related Subcontractors, or volunteers providing services under this Agreement. Contractor shall maintain verification of this training. Contractor shall retain verifications in accordance with the Agreement requirement for retention of records

8.19 Code of Ethics. As a material term and condition of this Agreement, Contractor shall develop and implement a Code of Ethics or similar document and maintain it during the term of this Agreement. Additionally, Contractor shall train all employees and volunteers on the Code of Ethics, and all employees, volunteers, directors, officers, and agents shall certify that they have received training and have been provided an opportunity to ask questions of their employer regarding the Code of Ethics. Contractor shall retain these

certifications in accordance with the Agreement's provision regarding retention of records

- 8.20 Compliance Program. Contractors with an agreement that exceeds more than \$250,000 in value annually shall establish, and maintain for the duration of this Agreement, a compliance program that meets the standards of Federal Sentencing Guidelines section 8B2.1 and 42 CFR 438.608, regardless of funding source or services.
- 8.21 Investigations. Unless prohibited by an investigating government authority, Contractor shall cooperate and participate fully in any investigation initiated by County relative to this Agreement. Upon County's request, Contractor shall promptly provide to County any and all documents, including any and all communications or information stored digitally, and make available for interviews any employee(s) of Contractor identified by County. Contractor further agrees to immediately notify County if any employee, director, officer, agent, subcontractor, vendor, consultant, or volunteer of Contractor comes under investigation by any federal, State, or local government entity with law enforcement or oversight authority over the Agreement or its funding for conduct arising out of, or related to, performance under this Agreement.

Contractor shall promptly make available to County all internal investigative results, findings, conclusions, recommendations, and corrective action plans pertaining to the investigation in its possession as requested by the County, unless otherwise protected by applicable law or privilege.

8.22 Reserved.

- 8.23 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Contractor shall, in accordance with 2 CFR 200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, take affirmative steps to include minority business, women's business enterprises, and labor surplus area firms by:

- 8.23.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 8.23.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 8.23.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 8.23.4 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 8.23.5 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- 8.24 Procurement of Recovered Materials. Contractor shall comply with 2 CFR part 200.323 and shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000. Contractor certifies that the percentage of recovered materials to be used in the performance of this Agreement will be at least the amount required by applicable specifications or other contractual requirements.

- 8.24.1 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - 8.24.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 8.24.1.2 Meeting contract performance requirements; or
 - 8.24.1.3 At a reasonable price.
- 8.24.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 8.24.3 Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, including the following:
 - 8.24.3.1 For contracts over \$100,000 in total value, Contractor shall estimate the percentage of total

material utilized for the performance of the Agreement that is recovered materials and shall provide such estimate to County upon request.

8.25 Domestic Preferences. In accordance with 2 CFR part 200.322, as appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

8.25.1 “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, must occur in the United States.

8.25.2 “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.26 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. In accordance with 2 CFR part 200.216, Contractor and its subcontractors are prohibited from expending funds under this Agreement to:

8.26.1 Procure or obtain;

8.26.2 Extend or renew a contract to procure or obtain; or

8.26.3 Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

8.26.3.1 For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

8.26.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.

8.26.3.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

8.27 Reserved.

8.28 Reserved.

ARTICLE 9

CONFLICTS OF INTEREST; CONTRACTOR’S CONDUCT

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County’s employees to perform any portion of the work or services provided for herein including secretarial, clerical, and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.

9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act (“Act”), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a “public official” subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency.

The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified “conflicts of interest” relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict-of-interest restrictions imposed on public officials by Government Code section 1090 et seq.

9.2 Conduct of Contractor.

- 9.2.1 Contractor shall inform the County of all Contractor’s interests, if any, that are, or that Contractor believes to be, incompatible with any interests of the County.
- 9.2.2 Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information acquired in connection with this Agreement. In this connection, the term “confidential information” includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 Contractor, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers shall not offer, directly or indirectly, any unlawful gift, gratuity, favor, entertainment, or other item(s) of monetary value to an employee or official of the County.
- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor’s intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.

9.3 Prohibited Agreements. As required by section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of section 67, and that Contractor is not, and will not subcontract with, any of the following:

- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
- 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
- 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub- sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
- 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

9.4 Limitation of Future Agreements or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future contracting with the County to the manner described below. Except as specifically provided in this section, Contractor shall be free to compete for business on an equal basis with other companies.

- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
- 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

ARTICLE 10

INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

Without limiting the foregoing, Contractor's defense and indemnity obligations under this section shall specifically apply to any claim, suit, proceeding, demand, liability, loss, damage, or expense (including but not limited to attorneys' fees) arising from or relating to a claim that any work performed pursuant to this Agreement infringes a patent, copyright, moral right, trademark, trade secret, or other intellectual property right of a third party. Without limiting the generality of the foregoing, if any portion of any the same or County's use of the same is, or in Contractor's or County's opinion is likely to be, held to infringe the rights of any third party, Contractor shall at its expense either (i) procure the right for County to use the infringing item free of any liability or expense to County to the full extent contemplated by this Agreement; or (ii) replace it with a non- infringing equivalent reasonably satisfactory to County. Without limiting the County's other rights and Contractor's obligations under this section, County shall have the right to employ counsel at its own expense for, and participate in the defense of, any claim.

- 10.2 Insurance. Contractor shall, at its own cost and expense, obtain and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit B Insurance Requirements. Evidence of insurance and any other documents or notices required to be provided to County pursuant to Exhibit B shall be submitted to the COR or as instructed by the COR. The provisions of section 10.1 are independent of, and shall in no way limit, Contractor's and its insurer's requirements under this section 10.2 and Exhibit B.

ARTICLE 11

AUDIT AND INSPECTION

11.1 Audit and Inspection.

- 11.1.1 Authorized federal, State and County representatives and their designated inspectors shall each have the following rights ("Audit and Inspection"):
- 11.1.1.1 to monitor, assess, and evaluate Contractor's performance under this Agreement;
 - 11.1.1.2 to conduct audits, inspections, reviews of reports, and interviews of staff and participants involved with the services provided under this Agreement; and
 - 11.1.1.3 to inspect the premises, services, materials, supplies, and equipment furnished or utilized in the performance of this Agreement and the workmanship of the work performed under this Agreement.
- 11.1.2 Contractor shall fully cooperate with any Audit and Inspection. County shall perform Audits and Inspections in a manner so as not to unduly interfere with Contractor's performance.
- 11.1.3 At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or federal officials to examine and make excerpts or transcripts from
- such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement.
- 11.1.4 If an audit is conducted, it will be done in accordance with generally accepted government auditing

standards as described in “Government Auditing Standards,” published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

11.2 External Audits. Contractor shall provide the following to the COR:

- 11.2.1 a copy of all notifications of audits or pending audits by federal or State representatives regarding contracted services identified in this Agreement within three (3) business days of Contractor receiving notice of the audit.
- 11.2.2 a copy of the draft and final State or federal audit reports within twenty-four (24) hours of receiving them. Contractor shall also provide electronic copies to Agency Contract Support (ACS) at ACS.HHSA@sdcounty.ca.gov.
- 11.2.3 a copy of Contractor’s response to the draft and final State or federal audit reports at the same time the response is provided to the State or federal representatives.
- 11.2.4 a copy of all responses made by a federal or State representative to a Contractor’s audit response no later than three (3) business days after receiving it, unless prohibited by the government agency conducting the audit. This shall continue until the federal or State auditors have accepted and closed the audit.

11.3 Availability of Records. Contractor shall maintain and/or make available within San Diego County accurate books, accounting records, and other records related to Contractor’s performance under this Agreement, including all records of costs charged to this Agreement during the term of this agreement and for the longer of: (i) a period of five (5) years after the date of final payment under this Agreement, (ii) for records that relate to appeals under Article 15 “Disputes,” or litigation or the settlement of claims arising out of the performance of this Agreement, three (3) years after such appeals, litigation, or claims have been disposed of, and (iii) any retention period required by the funding source(s) of this Agreement. Contractor shall provide any requested records to County within two (2) business days of request. Contractor assertions of confidentiality shall not be a bar to full access to the records. County shall keep the materials described above confidential unless otherwise required by law.

- 11.3.1 Contractor shall maintain, and the records referred to in section 11.3 shall include, records sufficient to establish the reasonableness accuracy, completeness and currency of all cost or pricing data submitted to County in connection with this Agreement, including records of adequate price competition, negotiations, and cost or price analysis.

11.4 Outcome-Based Measures. Where outcome-based measures are set forth in the Statement of Work, Contractor shall maintain, and provide to County upon County’s request as often as County deems necessary, complete, and accurate data documenting such outcome measures under this Agreement. Such data may include, but is not limited to, statistics on outcomes, rates of success, and completion rate of deliverables.

11.5 Full Cost Recovery. Contractor shall reimburse County for all direct and indirect expenditures incurred in conducting an audit, investigation, or inspection when Contractor is subsequently found to have violated terms of this Agreement.

11.6 Corrective Actions. If any services performed hereunder are found to have not been in conformity with the specifications and requirements of this Agreement, County shall have the right to (1) require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount, (2) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, (3) reduce payment to Contractor in accordance with Article 4, (4) have the services performed, by agreement or otherwise, in conformance with the specifications of this Agreement and recover from Contractor any costs incurred by County that are directly related to the performance of such services, and/or (5) pursue any other rights or remedies available to County under this Agreement.

ARTICLE 13

USE OF DOCUMENTS AND REPORTS

13.1 Findings Confidential. Any reports, records, data, or other information given to or prepared or assembled by Contractor under this Agreement that the County requests to be kept confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County except

as may be required by law. Contractor shall not disclose to any individual or organization any reports, records, data, or other information received, prepared, or assembled by Contractor under this Agreement

- 13.2 Ownership, Publication, Reproduction and Use of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright, or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. Contractor agrees to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State, or federal law or regulation and pursuant to this section 13.3, Contractor agrees to only disclose confidential records where the holder of the privilege, whether the County, or a third party, provides written permission authorizing the disclosure.
- 13.4 Public Records Act. The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Contractor or notify Contractor of the request. If County determines its response to the request without notifying Contractor, Contractor shall hold County harmless for such determination. If County notifies Contractor of the request, Contractor may request that County withhold or redact records responsive to the request by submitting to County a written request within five (5) business days after receipt of the County's notice. Contractor's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Contractor's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Contractor. Contractor shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Contractor's written request. Contractor further agrees that its defense and indemnification obligations set forth in section 10.1 of this Agreement extend to any Claim (as defined in section 10.1) against the County Parties (as defined in section 10.1) arising out of County's withholding and/or redacting of records pursuant to Contractor's request. Nothing in this section shall preclude Contractor from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.
- 13.5 Custody of Records. Contractor shall deliver to County or its designee, at County's request, all documentation and data related to Contractor's work under this Agreement, including, but not limited to, County data and client files held by Contractor, at no charge to County. County, at its option, may take custody of Contractor's client records upon Agreement termination, expiration, or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and federal law and that retained records shall be available to Contractor for examination and inspection in accordance with applicable law. Contractor shall destroy records not turned over to County in accordance with applicable retention requirements and this Agreement. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data for archival purposes or warranty support, and Contractor may maintain records that it is legally required to maintain.
- 13.6 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor

ARTICLE 14 (RESERVED)

ARTICLE 16
GENERAL PROVISIONS

- 16.1 Change of Control. Contractor shall notify County in writing of any change in majority ownership of Contractor (or all or substantially all of Contractor's assets) through a transaction or series of transactions including, without limitation, an acquisition, sale, reorganization, merger, or consolidation ("Change of Control") at least one hundred eighty (180) days prior to the effective date of a Change of Control or as soon as practicable thereafter if notice cannot legally be provided to County within such timeframe.
- 16.1.1 Without limiting any other rights or remedies of County, in the event of a pending or actual Change of Control, County may terminate this Agreement in accordance with section 7.5, Termination for Convenience, except that Contractor shall not be entitled to costs of termination set forth in section 7.5.2.
- 16.2 Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County, which shall not be unreasonably withheld; provided, however, that Contractor may assign or delegate its rights or obligations under this Agreement to the entity becoming a majority owner of Contractor's assets during a Change of Control, provided that notice is given in accordance with section 16.1 above. Any purported assignment or delegation in violation of this section shall be null and void
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties, and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Remedies Not Exclusive. The rights and remedies of County provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law, equity, or under resulting order.
- 16.5 Sections and Exhibits. All recitals, sections, and exhibits referred to in this Agreement are incorporated herein by reference.
- 16.6 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.7 Governing Law. This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
- 16.8 Headings. The article and section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and personally delivered; sent by certified mail, postage prepaid, return receipt requested; or emailed to the County's or Contractor's designated representative (or such party's authorized representative). Any such notice shall be deemed received by the party (or such party's authorized representative) on the earliest of the date of personal delivery, three (3) business days after deposit in the U.S. Mail, or upon sending of an email from which an acknowledgement of receipt has been received other than an out of office, unavailable, or undeliverable reply.
- 16.12 Severability. If any term, provision, covenant, or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant, or condition of this Agreement

shall be valid and enforceable to the fullest extent permitted by law.

- 16.13 Successors. Subject to the limitations set forth in sections 16.1 and 16.2 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence for each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall be calendar days, unless the period of time specifies business days. Calendar days shall include all days of the week, including holidays. Business days shall be Monday through Friday, excluding County observed holidays.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This Agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for contracted programs identified in this Agreement. Copies of publicity materials related to contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty-four (24) hours in advance of all locally generated press releases and media events regarding contracted services identified in this Agreement. Alcohol and Drug Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding contracted services identified in this Agreement.
- 16.19 Critical Incidents. Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving: external or internal instances of violence or threat of violence directed toward staff or clients; loss, theft or unlawful accessing of confidential client, patient or facility resident Personal Information (PI), Personally Identifiable Information (PII) and/or Personal Health Information (PHI); fraud, waste and/or abuse of Agreement funds; unethical conduct; or violation of any portion of San Diego County Board of Supervisors Policy C-25 "Drug and Alcohol Use Policy" while performing under this Agreement. Contractor shall report all such incidents to the COR within one business day of their occurrence. However, if this Agreement includes Article 14, Contractor must adhere to the timelines and processes contained in Article 14.
- 16.20 Responsiveness to Community Concerns. Contractor shall notify County within one business day of receipt of any material complaints submitted to Contractor orally or in writing related to Contractor's performance of work under this Agreement ("Complaints"), unless prohibited by applicable State, federal, or local law. Complaints include, but are not limited to, issues of abuse or quality of care, or issues regarding a program or facility applicable to this Agreement. Contractor shall take appropriate steps to acknowledge receipt of Complaint(s) from individuals or organizations and to address or resolve all Complaints. Contractor shall promptly notify the County of the status and disposition of all complaints and provide additional information or documentation upon request. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property, or business as approved, permitted or licensed by the applicable authority.
- 16.21 Criminal Background Check Requirements. Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services, accessing County or client data, or receiving compensation under this Agreement. Background checks shall be in compliance with any licensing, certification, funding, or Agreement requirements, including the Statement of Work, which may be higher than the minimum standards described herein. Furthermore, for any individuals identified above who will be assigned to sensitive positions funded by this Agreement, background checks shall be in compliance with Board of Supervisors Policy C-28, available on the County of San Diego website. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct

access to, or control over, bank accounts or accounts with financial institutions of any client. If this Agreement includes Article 14, Contractor must also adhere to requirements contained in Article 14.

Contractor shall have a documented process for reviewing the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients or risk to services to be performed under Agreement. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of such persons listed above in this section.

16.21.1 Contractor shall utilize a subsequent arrest notification service or perform a criminal background check annually during the term of this Agreement for any employee, director, officer, agent, subcontractor, consultant, or volunteer who will be providing any services under this Agreement. Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 11.4 "Maintenance of Records."

16.21.2 Definitions

16.21.2.1 Minor: Individuals under the age of eighteen (18) years old.

16.21.2.2 Vulnerable Adult: (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision;
(2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that may put them at risk of abuse during service provision because it renders them: unable to make decisions for themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them. Activities of daily living are defined as the basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.

16.21.2.3 Volunteer: A person who performs a service willingly and without pay.

16.22 Survival. The provisions of this Agreement necessary to carry out the intention of the parties as expressed herein shall survive the termination or expiration of this Agreement. Without limiting the foregoing, the following sections and articles of this Agreement shall survive the expiration or earlier termination of this Agreement: sections 8.1, 8.21, 10.1, 16.4, 16.7, and Articles 3, 4, 7, 11, 12, and 13.

EXHIBIT D

Additional Terms and Work related to Article 8 Compliance with Laws and Regulations:

1. Additional Contract Restrictions. . This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.
2. Hatch Act. County and its Contractors agree to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
3. No Unlawful Use or Unlawful Use Messages Regarding Drugs. County and its Contractors agree that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). County and its Contractors agree that it will enforce, and will require its subcontractors to enforce, these requirements.
4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances. None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).
5. Debarment and Suspension. County and its Contractors shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County and its Contractors shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a County or its Contractors subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).
6. Restriction on Distribution of Sterile Needles. No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.
7. Reserved.
8. Nondiscrimination and Institutional Safeguards for Religious Providers. County and its Contractors shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.
9. Counselor Certification. Any counselor or registrant providing intake, assessment of need for services, treatment, or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.
10. Cultural and Linguistic Proficiency. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at:
<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53><https://thinkculturalhealth.hhs.gov/clas/standards>.

11. Intravenous Drug Use (IVDU) Treatment. County and its Contractors shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).
12. Tuberculosis Treatment. County and its Contractors shall ensure the following related to Tuberculosis (TB):
 - A. Routinely make available TB services to individuals receiving treatment.
 - B. Reduce barriers to patients' accepting TB treatment.
 - C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
13. Trafficking Victims Protection Act of 2000. County and its Contractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.
14. Tribal Communities and Organizations. County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. County shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.
15. Marijuana Restriction. Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.
16. Participation of County Behavioral Health Director's Association of California. The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.
17. Adolescent Best Practices Guidelines. County and its Contractors must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:
https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCT_OBER2020.pdf
18. Byrd Anti-Lobbying Amendment (31 USC 1352). County and its Contractors certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County and its Contractors shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

19. Nondiscrimination in Employment and Services. County and its Contractors certify that under the laws of the United States and the State of California, County and its Contractors will not unlawfully discriminate against any person.
20. Federal Law Requirements:
 - A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
 - B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
 - C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
 - D. Age Discrimination in Employment Act (29 CFR Part 1625).
 - E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
 - F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
 - G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
 - H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
 - I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
 - J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
 - K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
 - L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).
21. State Law Requirements:
 - A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
 - B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
 - C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
 - D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
22. Additional Contract Restrictions.
 - A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
 - B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.
23. Information Access for Individuals with Limited English Proficiency.
 - A. County and its Contractors shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
 - B. County and its Contractors shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

24. Subcontract Provisions. County and its Contractors shall include all the SABG II general provisions in all its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM F1

TO: Board of Directors - Regular Board Meeting

FROM: Superintendent

DATE: April 14, 2026

SUBJECT: Public Hearing: Presentation of the 2026-27 Local Control and Accountability Plan (LCAP), including Overview, Goals, Annual Update, and Action Tables, and Opportunity for Public Comment

ISSUE: In accordance with California Education Code, the Board of Directors must hold a public hearing to present the Local Control and Accountability Plan (LCAP) for the 2026–27 school year and provide an opportunity for public comment prior to adoption.

BACKGROUND: The Local Control and Accountability Plan (LCAP) is a three-year strategic plan required for all Local Educational Agencies (LEAs) receiving funding under the Local Control Funding Formula (LCFF). The LCAP outlines the school’s goals, actions, services, and expenditures to support student outcomes aligned with state priorities.

Bella Mente Montessori Academy’s 2026–27 LCAP reflects a comprehensive planning process that includes input from educational partners, including staff, parents, and students. The plan aligns with the school’s mission and vision to ensure that each scholar is at or above grade level and supports the whole child through academic, social-emotional, and community-based initiatives.

The LCAP includes:

- A Plan Summary and Budget Overview for Parents
- An Annual Update reflecting progress on prior goals
- Three core goals focused on:
 - Academic achievement in ELA and Math
 - School climate, safety, and student well-being
 - Parent and family engagement
- Detailed Actions and Services aligned to each goal
- Expenditure tables demonstrating alignment of resources to priorities

The public hearing provides an opportunity for stakeholders to review and provide feedback prior to final Board adoption.

FISCAL IMPACT/ FUNDING SOURCE: The LCAP outlines the planned use of Local Control Funding Formula (LCFF) funds, including base, supplemental, and concentration grants, along with other state, local, and federal funding sources to support identified goals and actions.

All expenditures identified in the LCAP are incorporated into the school’s annual budget and reflect a strategic alignment of resources to improve student outcomes.

RECOMMENDATION: It is recommended that the Board of Directors conduct the public hearing to review the 2026–27 Local Control and Accountability Plan (LCAP), receive public comment, and provide direction to staff as appropriate prior to final adoption at the June Board meeting.

Respectfully Submitted,

Erin Feeley
Superintendent



Bella Mente Academies

LCFF Budget Overview for Parents

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

CDS Code: 37684520128223

School Year: 2026-27

LEA contact information:

Erin Feeley

Superintendent

info@bellamentecharter.org

760-621-8948

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

Budget Overview for the 2026-27 School Year

Projected Revenue by Fund Source

Total LCFF funds

\$0

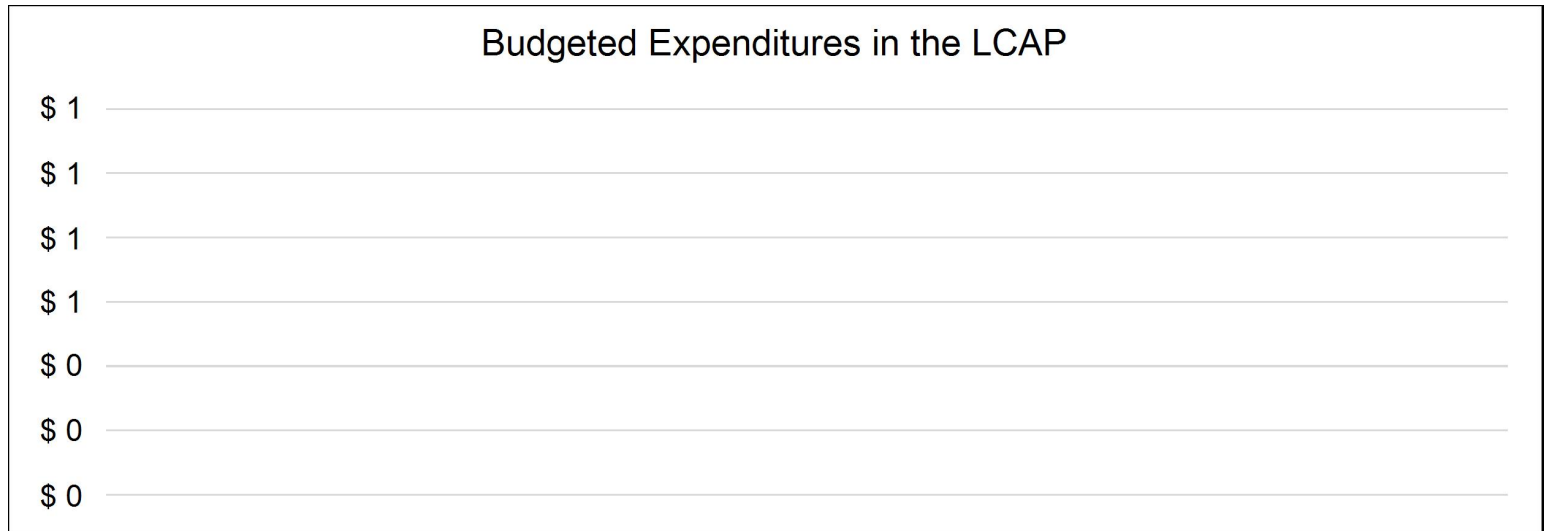
0 %

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

The text description for the above chart is as follows: The total revenue projected for Bella Mente Montessori Academy is \$, of which \$ is Local Control Funding Formula (LCFF), \$ is other state funds, \$ is local funds, and \$ is federal funds. Of the \$ in LCFF Funds, \$ is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

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



This chart provides a quick summary of how much Bella Mente Montessori Academy plans to spend for 2026-27. It shows how much of the total is tied to planned actions and services in the LCAP.

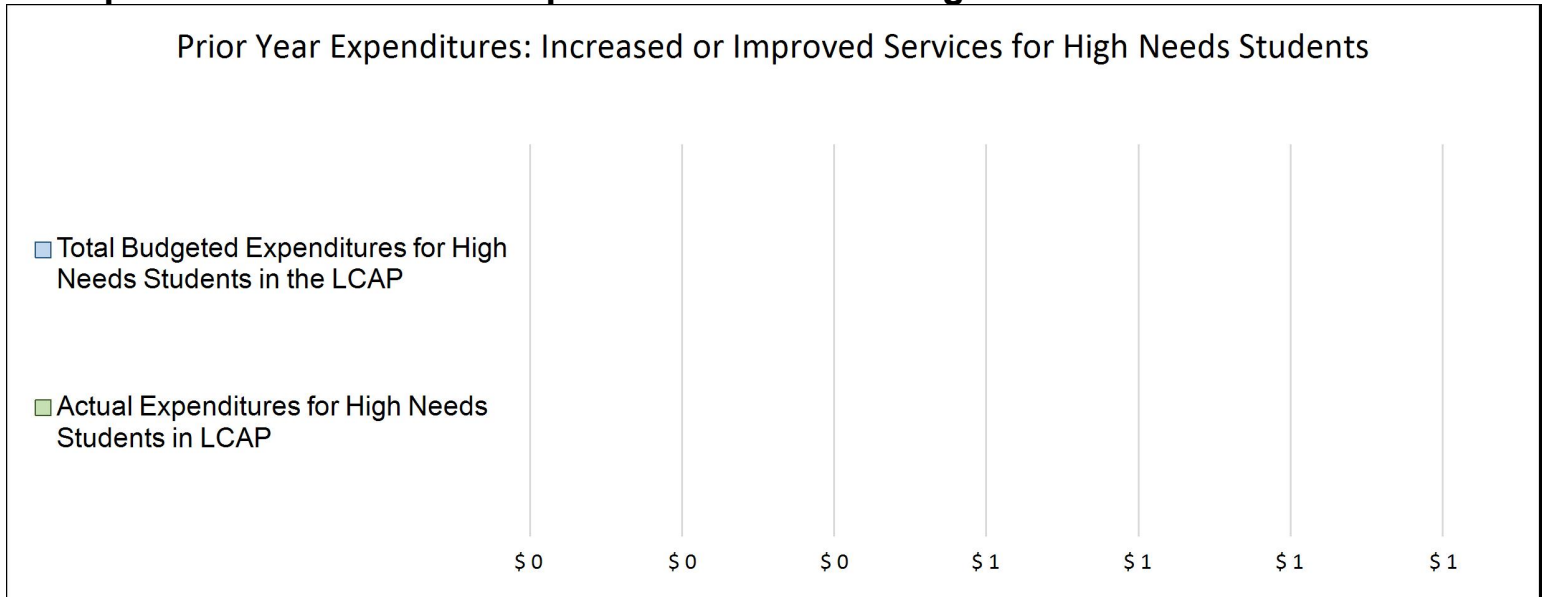
The text description of the above chart is as follows: Bella Mente Montessori Academy plans to spend \$ for the 2026-27 school year. Of that amount, \$ is tied to actions/services in the LCAP and \$ is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2026-27 School Year

In 2026-27, Bella Mente Montessori Academy is projecting it will receive \$ based on the enrollment of foster youth, English learner, and low-income students. Bella Mente Montessori Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Bella Mente Montessori Academy plans to spend \$ towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2026-27



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

The text description of the above chart is as follows: In 2026-27, Bella Mente Montessori Academy's LCAP budgeted \$ for planned actions to increase or improve services for high needs students. Bella Mente Montessori Academy actually spent \$ for actions to increase or improve services for high needs students in 2026-27.



Local Control and Accountability Plan

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

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

Plan Summary [2026-27]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Bella Mente Montessori Academy (BMMA) was established in 2013 and is a public charter school located in Vista, California, serving students in grades Transitional Kindergarten through 8th grade. BMMA provides an authentic Montessori education free of charge, removing the financial barriers traditionally associated with private Montessori schools and ensuring access for families from diverse socioeconomic backgrounds. Bella Mente is proud to be the only American Montessori Society (AMS) certified school in North County San Diego. The school implements the five core components of Montessori education: trained Montessori teachers, multi-age classrooms, use of Montessori materials, child-directed work, and uninterrupted work periods. Instruction is led by fully credentialed teachers who are Montessori trained or actively pursuing Montessori certification.

The school maintains intentionally small class sizes to ensure personalized instruction and strong relationships:

TK/Kindergarten: Average 22 students per classroom

Lower Elementary (Grades 1–3): Average 24 students

Upper Elementary (Grades 4–6): Average 27 students

Middle School (Grades 7–8): Average 16 students per classroom

As students progress into Upper Elementary and Middle School, they continue to experience a Montessori philosophy-based education enriched through project-based learning, leadership development, and academic accountability.

Mission

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

Vision

By the end of the academic year, each Bella Mente scholar will be at or above grade level.

Scholars will reach their full potential as independent lifelong learners with the skills, knowledge, and values to be compassionate members of a peaceful world.

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

Bella Mente promotes an educational atmosphere that encourages cultural, linguistic, and socioeconomic diversity.

Student Population & Community Context

Bella Mente Montessori Academy serves a diverse and growing student population reflective of the Vista community. The City of Vista has an estimated population of approximately 99,444 residents, with 23.1% under the age of 18, demonstrating a strong family-centered community.

For the 2025–26 school year, BMMA serves approximately 407 students, with projected enrollment growth to 470 students in 2026–27. The school maintains approximately a 90% student retention rate and has implemented strategic outreach and enrollment efforts to meet growing demand for Montessori education combined with strong academic outcomes.

The student body represents a culturally and linguistically diverse population, including a majority Hispanic/Latino community, alongside White, African American, Asian, multi-race, and other racial and ethnic groups.

Bella Mente serves a significant percentage of students from economically disadvantaged backgrounds. Approximately 60–70% of students qualify for free or reduced-price meals. The school also serves:

Students experiencing homelessness

Students receiving special education services (approximately 18–20% of enrollment)

Military-connected families, and is recognized as a Purple Star School for supporting military students during transitions

Academic Focus & Strategic Plan

Bella Mente’s strategic focus centers on ensuring that every scholar is at or above grade level by the end of each academic year. The school utilizes a Growth Pathway model with clearly defined Key Performance Indicators (KPIs):

85% of students meeting or exceeding grade-level expectations

75% of students below grade level at the start of the year achieving at least 1.5 years of academic growth

80% of students receiving interventions demonstrating measurable improvement

The school uses multiple data systems to monitor and support student achievement, including:

Lexia (Literacy PK–5)
Exact Path (Math and ELA)
Amira (Reading)
Practice state assessments and interim testing
Weekly Professional Learning Community (PLC) data meetings

Additional academic supports include reading specialists, math and ELA tutors, instructional assistants, and targeted intervention services.

Whole-Child Education & Student Wellness

Bella Mente integrates whole-child development into every aspect of the school program.
Choose Love School (Since August 2025)

As of August 2025, Bella Mente implements the Choose Love Movement as its core social-emotional learning framework. The Choose Love formula — Courage, Gratitude, Forgiveness, and Compassion in Action — supports emotional regulation, resilience, empathy, and positive decision-making. This framework strengthens school culture and supports a safe, connected learning environment.

The Bella Garden Project & Wellness Program

The Bella Garden Project integrates garden-based learning, nutrition education, environmental science, and wellness into the core curriculum. Students participate in hands-on garden experiences and nutrition lessons that promote:

- Environmental stewardship
- Healthy eating habits
- Project-based learning
- 21st century skills
- Social-emotional development

The program supports the school's commitment to sustainability and has contributed to state and national recognition.

Recognition & Distinction

Bella Mente has received multiple recognitions for excellence in sustainability, wellness, and student support:

- California Green Ribbon Schools Award (Green Achiever – Highest Level Earned)
- America's Healthiest Schools Award (Alliance for a Healthier Generation)
- Purple Star School Designation for supporting military-connected students
- AMS Verified School status

These recognitions reflect the school's commitment to academic excellence, environmental sustainability, and whole-child education.

Family & Community Engagement

Bella Mente prioritizes strong partnerships with families and the broader community through:

Monthly Dine-Out Fundraisers supporting families in need

Annual Winter Spectacular showcasing student achievement

Free and low-cost after-school programs in arts, music, and sports

Beginning-of-Year Conferences and ongoing family engagement check-ins

Bilingual outreach and personalized enrollment support

The school's outreach strategy emphasizes Montessori philosophy, academic accountability, and strong community connection to ensure informed enrollment and long-term family retention.

Commitment to Access, Equity & Excellence

Bella Mente Montessori Academy remains committed to providing equitable access to a high-quality Montessori education for all students.

Through small class sizes, targeted academic intervention, strong social-emotional supports, sustainability education, and strategic enrollment growth, BMMA continues to serve as a unique and impactful public Montessori option within North County San Diego.

The school's 2026–27 plan builds upon this foundation by strengthening academic growth systems, expanding enrollment responsibly, deepening Choose Love implementation, and maintaining a focus on ensuring that every scholar achieves academic success while developing as a compassionate, capable, and responsible member of society.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

A review of the California School Dashboard and local data indicates that Bella Mente Montessori Academy continues to demonstrate strong academic growth, improved student engagement, and a positive school climate, while identifying mathematics as an ongoing area of focus.

Academic Achievement

English Language Arts (ELA) performance is in the Blue performance level, with students averaging above standard and showing significant year-over-year growth. Distance from Standard trends reflect steady improvement over multiple years. ELA Growth is classified as Exceptional, with over 80% of students improving their scores from the prior year.

Student groups, including Hispanic students, Socioeconomically Disadvantaged students, and English Learners, demonstrated substantial gains. Students with Disabilities also showed meaningful improvement, though continued targeted support remains a priority.

ELA continues to be a strength of the instructional program due to structured literacy practices, data-driven instruction, and focused intervention supports.

Mathematics performance is in the Yellow performance level. Although students remain below standard overall, there was a significant increase in Distance from Standard compared to the prior year. Mathematics Growth is classified as Accelerated, with over 70% of students improving their scores.

Student groups, including Hispanic students, Socioeconomically Disadvantaged students, English Learners, and Students with Disabilities, all demonstrated measurable improvement in mathematics. Continued acceleration in math achievement and closing subgroup gaps remain a primary focus for 2026–27.

Science performance is in the Green performance level, with students performing above standard and demonstrating continued growth. Science achievement reflects the strength of project-based learning, hands-on instruction, and integration of Montessori methodology.

English Learner Progress

English Learner Progress is in the Blue performance level, with over 70% of English Learners making progress toward English language proficiency. Reclassified English Learners are performing well academically, indicating strong language acquisition systems. Continued focus will remain on supporting long-term English Learners and strengthening math outcomes for multilingual students.

Chronic Absenteeism

Chronic Absenteeism is in the Blue performance level and has declined significantly over the past two years. The rate dropped from over 30% during the post-pandemic period to 4.3% in the most recent year. Attendance improvements are evident across student groups, including English Learners, Socioeconomically Disadvantaged students, and Hispanic students.

Sustaining these attendance gains remains a priority through proactive family communication, engagement strategies, and consistent monitoring.

Suspension Rate & School Climate

Suspension Rate is in the Blue performance level, with 0% of students suspended in the most recent year. Suspension rates have steadily declined over time.

All Local Indicators, including Implementation of Academic Standards, Parent and Family Engagement, Access to a Broad Course of Study, and Local Climate Survey, are reported as Standard Met.

The school's restorative practices and implementation of the Choose Love framework continue to support a safe, inclusive, and positive school climate.

Overall Reflection

Dashboard and local data reflect strong performance in ELA, English Learner Progress, Science, Attendance, and School Climate. Mathematics remains the primary area for continued improvement despite significant gains.

For 2026–27, the school will focus on:

Accelerating mathematics achievement
Closing subgroup gaps in math performance

Sustaining high levels of ELA growth
Maintaining low chronic absenteeism
Continuing strong English Learner supports

Overall, Bella Mente Montessori Academy demonstrates upward academic momentum, equitable growth trends, and a positive learning environment that supports whole-child development and student success.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

NA

Comprehensive Support and Improvement

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

Schools Identified

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

NA

Support for Identified Schools

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

NA

Monitoring and Evaluating Effectiveness

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

NA

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Certificated Staff	Weekly Staff Meetings: Opening Discussions: Each weekly staff meeting begins with a brief overview of the week's objectives and any immediate issues that need addressing. Teachers are encouraged to share their experiences, concerns, and successes from the past week, providing real-time feedback on curriculum implementation and student engagement. Focused Feedback Sessions: Specific sessions are dedicated to discussing the progress towards the LCAP goals. Teachers review student data related to ELA and Math growth, safety and well-being metrics, and parent involvement feedback. These sessions allow teachers to identify areas where students may be struggling and suggest interventions or support strategies. Collaborative Planning: Teachers work in grade-level or subject-specific teams to plan and adjust curriculum and instruction based on the feedback and data reviewed. This collaborative approach ensures that all teachers have a voice in the instructional planning process and can share best practices. Professional Development: Weekly meetings often include professional development segments focused on areas identified through feedback, such as new teaching strategies, classroom management techniques, or technology integration. Monthly Staff Meetings: Open Communication Channels: Teachers are encouraged to provide ongoing feedback through various channels, including surveys, suggestion boxes, and direct communication with administration.

Educational Partner(s)	Process for Engagement
	Responsive Adjustments: The administration is committed to responding to teacher feedback in a timely manner, making adjustments to policies, practices, and supports as needed. Inclusive Decision-Making: Teachers are included in decision-making processes related to the LCAP goals, ensuring that their insights and expertise directly impact the school's strategies and actions. This structured approach to engaging teachers ensures that their feedback is continuously integrated into the school's efforts to meet its LCAP goals, leading to a more responsive and effective educational environment.
Classified Staff	Weekly Staff Meetings: Opening Discussions: Each weekly staff meeting begins with a brief overview of the week's objectives and any immediate issues that need addressing. Staff are encouraged to share their experiences, concerns, and successes from the past week, providing real-time feedback on curriculum implementation and student engagement. An annual survey is administered in the spring to provide a comprehensive view of the school year. Classified staff receive the survey via email with an online link. The survey is promoted through internal communications, such as staff meetings, and emails. This comprehensive approach ensures that classified staff at Bella Mente Montessori Academy have ample opportunities to provide feedback on the LCAP goals and maintain open communication with the school's leadership team throughout the year.
Parents	An annual survey is developed with input from the administration, teachers, and the Parent-Teacher Association (PTA) to ensure it covers all relevant areas of the LCAP goals: academic growth, school safety and well-being, and parent involvement. The survey includes both quantitative questions (rating scales) and qualitative questions (open-ended responses) to gather detailed and actionable feedback. The survey is distributed in the spring, allowing parents to reflect on the entire school year. Parents receive the survey via email with an online link, and paper copies are also available upon request to ensure accessibility for all families. The survey is promoted through multiple channels including the school newsletter, website, and social

Educational Partner(s)	Process for Engagement
	media, as well as during school events. Monthly Coffee Mingle meetings are held in a casual, informal setting, such as the school cafeteria or a local coffee shop, fostering a relaxed atmosphere for open conversation. These meetings provide an opportunity for parents to interact directly with school leaders and other parents. School leaders take note of all feedback and provide follow-up information on how it will be addressed.
Students	An annual survey is developed collaboratively by the administration, teachers, and student representatives to ensure that it addresses key areas of the LCAP goals: academic growth, safety and well-being, and school culture. The survey is administered in the spring to allow time for reflection on the entire school year. The survey includes a mix of quantitative questions (rating scales) and qualitative questions (open-ended responses) to gather comprehensive feedback. Students can complete the survey online, using school-provided devices during designated class times, ensuring all students have access. Specific action plans are developed based on the feedback to address identified needs and areas for improvement.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

The development of Bella Mente Montessori Academy’s Local Control and Accountability Plan (LCAP) is a collaborative process that actively involves feedback from all educational partners, including teachers, students, parents, and classified staff. This inclusive approach ensures that the LCAP reflects the needs and priorities of the entire school community.

Teachers:

Curriculum and Instruction Adjustments: Teachers' feedback highlighted the need for targeted interventions in ELA and Math. As a result, the LCAP includes specific funding for additional resources and professional development focused on these areas. Collaborative planning sessions and weekly meetings informed the inclusion of differentiated instruction strategies and the integration of technology in the classroom to enhance student learning.

Professional Development: Based on teachers' input, the LCAP allocates resources for ongoing professional development, particularly in areas such as classroom management, data-driven instruction, and innovative teaching methods.

Students:

Well-being and Safety Enhancements: Student survey results and focus group discussions underscored the importance of a safe and supportive school environment. Consequently, the LCAP prioritizes initiatives aimed at improving mental health services, anti-bullying

programs, and creating a positive school climate. Feedback from students led to the introduction of peer mentoring programs and student leadership opportunities, fostering a sense of belonging and empowerment.

Academic Support: Students expressed a need for additional academic support and enrichment opportunities.

Parents:

Increased Communication and Involvement: Parent feedback emphasized the importance of effective communication and engagement. The LCAP includes strategies for enhancing parent-teacher communication, such as the use of communication apps and regular updates. The monthly Coffee Mingle meetings and parent workshops included in the LCAP are direct responses to parents' desire for more involvement and opportunities to provide input.

Cultural and Community Events: Parents expressed a desire for more community-building activities. The LCAP allocates resources for cultural events, family engagement activities, and workshops that promote diversity and inclusion.

Classified Staff:

Operational Support and Training: Feedback from classified staff highlighted the need for more comprehensive training and support in their roles. The LCAP includes provisions for regular professional development and training sessions tailored to classified staff.

Weekly meetings and open communication channels influenced the inclusion of feedback mechanisms to ensure ongoing support and responsiveness to staff needs.

Overall Impact:

Data-Informed Decisions: The LCAP was shaped by quantitative and qualitative data gathered from surveys, meetings, and direct communication with all stakeholders. This data-driven approach ensures that the plan addresses the most critical areas of need.

Holistic Support Systems: The integrated feedback from all educational partners led to the development of a holistic support system within the LCAP. This includes academic, social-emotional, and operational supports that are designed to create a well-rounded educational environment.

Accountability and Transparency: The feedback process emphasized the importance of accountability and transparency. The adopted LCAP includes clear metrics and regular reporting mechanisms to track progress and keep all stakeholders informed.

By incorporating feedback from teachers, students, parents, and classified staff, the adopted LCAP is a comprehensive plan that addresses the diverse needs of the Bella Mente Montessori Academy community, fostering an environment conducive to academic excellence and personal growth.

Goals and Actions

Goal

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

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

Bella Mente Montessori Academy has developed the goal to offer California standards-based instruction with curriculum and targeted interventions to support academic growth in English Language Arts (ELA) and Math for all students as measured by statewide assessments and internal assessments for several key reasons:

Alignment with State Standards
Compliance with State Requirements: California standards-based instruction ensures that the curriculum aligns with state educational requirements and benchmarks. This compliance is essential for meeting state accreditation and accountability measures.

Consistency and Equity: A standards-based approach provides a consistent educational framework across all grade levels, ensuring that all students have access to the same high-quality education. This consistency helps to promote equity by providing all students with the same learning opportunities.

Raising Academic Achievement: Focused on ELA and Math, the goal aims to improve foundational skills that are critical for students' overall academic success. Mastery of these core subjects is essential for college and career readiness.

Data-Driven Instruction: By using statewide assessments and internal assessments, Bella Mente can gather detailed data on student performance. This data-driven approach allows for the identification of specific areas where students need additional support or enrichment, leading to more effective teaching and learning strategies.

Addressing Diverse Learning Needs: Targeted interventions are essential for addressing the diverse learning needs of students. By identifying students who are struggling or excelling, Bella Mente can provide tailored support, ensuring that each student can achieve their full potential.

Supporting At-Risk Students: Interventions are particularly important for supporting at-risk students who may need extra help to reach grade-level standards. Our current Dashboard results show that although we are above the state average in most subgroup categories, in ELA, our Caucasian population performance and in Math, our English Learner, Socio-Economically Disadvantaged, and Caucasian populations are our subgroups in need of additional support. Our interventions include additional tutoring, small group instruction, and specialized programs. Additionally, in compliance with Education Code 53008 and Senate Bill 114, Bella Mente will screen students for reading difficulties in Kindergarten through grade 2 each year, using state-approved Amira, published by Amira Learning.

Accountability and Continuous Improvement

Measuring Progress: Statewide assessments and internal assessments provide measurable benchmarks for evaluating student progress and the effectiveness of instructional strategies. This ongoing assessment helps to ensure that educational goals are being met and allows for adjustments as needed.

Informing Instructional Practices: Regular assessment data informs instructional practices, helping teachers to refine their methods and focus on areas that need improvement. This continuous feedback loop supports ongoing professional development and instructional excellence.

Community and Stakeholder Confidence

Building Trust: Demonstrating a commitment to high academic standards and targeted support helps to build trust with parents, students, and the broader community. It shows that Bella Mente is dedicated to providing a high-quality education and meeting the needs of all students.

Transparency and Communication: Clear goals and measurable outcomes provide transparency about the school's educational priorities and progress. This transparency fosters open communication with stakeholders and encourages their involvement and support.

Strategic Vision

Long-Term Success: By focusing on standards-based instruction and targeted interventions, Bella Mente is laying the foundation for long-term student success. Ensuring that students have strong skills in ELA and Math prepares them for future academic challenges and opportunities.

Mission Alignment:

This goal aligns with Bella Mente's vision to ensure at the end of the academic year, each Bella Mente scholar will be at or above grade level. It reflects the school's commitment to developing well-rounded, capable, and confident students.

In summary, the goal to offer California standards-based instruction with curriculum and targeted interventions in ELA and Math is designed to ensure high academic achievement, address diverse learning needs, measure progress, build community trust, and align with Bella Mente Montessori Academy's mission and vision for student success.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	Increase the % of all students working at Grade Level (GLM) measured by Lexia Assessments by Spring	In the fall of 23-24, 31% of students were at or above grade level. In the spring, grade level proficiency has been recorded at 64%; for	40% of TK-8th grade students are Below Grade Level; 39% of TK-8th grade	End of year data shows that 80% of student were working at or above grade level in Lexia.	Grade level proficiency recorded at 75%	ELA: +8% (from 31% to 39%) Math: -5% (from 31% to 26%)

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		students who met target goals, 75% of students were at or above grade level.	students are at Grade Level; and 21% are Above Grade Level for a total of 60% currently at or above grade level			
1.2	Increase the % of students in grades 1-8 at or above grade level norms level math and ELA standards measured NWEA MAP will increase by 10% from Fall-Spring	NWEA MAPS Growth data shows that 38% of students are at or above grade level in ELA (Language) and in ELA (Reading) 34% of students are at or above grade level; for Math; 32% of students are at or above grade level	ELA: 44% Math: 42%	End of year NWEA data shows that 35% of students are at or above grade level in ELA (Language) and in ELA (Reading) 35% of students are at or above grade level; for Math, 32% of students are at or above grade level	NWEA MAPS Growth data: 60% of students are at or above grade level in ELA (Language) and in ELA (Reading) 50% of students are at or above grade level; for Math 40% of students are at or above grade level	ELA: +6% (from 38% to 44%) Math: +10% (from 32% to 42%)
1.3	SBAC Academic Performance Tiered System-student groups' performing 50 points or more below standard	2022-2023: 40.83% of students met or exceeded standards for ELA and 24.27% of students met or exceeded standards for Math.	ELA 2024: 21.6 points below standard Math 2024: 66.1 points below standard Overall Meeting Standards: ELA: 39% Math: 26%	ELA 2025: 10.9 points above standard; Math: 38.6 points below standard; Overall Meeting Standards: ELA: 54.05% Math: 35.74%	50% of students met or exceeded standards for ELA and 40% of students met or exceeded standards for Math.	ELA: -0.83% (from 40.83% to 40%) Math: -3.27% (from 24.27% to 21%)

Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Bella Mente Montessori Academy remains committed to providing California standards-based instruction in both English Language Arts (ELA) and Math. The school integrates Montessori educational philosophy with state-aligned curriculum materials and utilizes a multi-tiered system of supports (MTSS) to deliver targeted interventions. Instruction is adapted to address the diverse needs of students, including English Learners, students with disabilities, and those performing below grade level.

Planned vs. Actual Implementation

Planned Actions:

Adopt curriculum materials aligned with Common Core standards.

Provide professional development to support effective standards-based instruction.

Conduct regular benchmark assessments to track academic growth.

Use Individualized Learning Plans (ILPs) for students below grade level.

Actual Implementation:

Standards-aligned materials and diagnostic tools like NWEA Maps Growth and Reading Fluency have been utilized.

Teachers engage in continuous data analysis to drive instruction.

ILPs are being developed and updated monthly for identified students.

Differentiated instruction and targeted interventions occur both during and outside regular classroom instruction.

Successes

High levels of student engagement through project-based and hands-on learning aligned with Montessori principles.

Regular use of data to adjust instruction and intervention plans.

Increased intervention support for students performing below grade level.

Monthly progress monitoring has ensured students' ILPs remain dynamic and responsive.

Challenges

Ensuring consistency across classrooms while maintaining Montessori authenticity.

Recruitment and retention of high-quality staff to maintain rigorous instructional standards.

Addressing wide variances in academic skill levels, particularly post-COVID-19 recovery.

Assessment and Monitoring

Bella Mente tracks progress through a combination of:

Statewide assessments (CAASPP)

Internal assessments (e.g., NWEA MAPs Growth, formative classroom assessments)

Documentation in ILPs and teacher logs

Intervention tracking and progress monitoring reports

Title I funds in the amount of \$92,225 were used to support our Reading Specialist.

Title II funds totaling \$10,000 went toward the NWEA MAPs Intervention Programs, with the remaining \$1,960 used for Math Reveal by McGraw Hill for 7th and 8th grades.

Title III funds in the amount of \$11,927 supported our PE teacher.

Title IV funds totaling \$10,000 were used for TCI Science and Social Studies programs for 6th, 7th, and 8th grades.

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

During the implementation of Bella Mente Montessori Academy's 2024–2025 academic plan, material differences emerged between the Budgeted Expenditures and Estimated Actual Expenditures, as well as between the Planned Percentages of Improved Services and Estimated Actual Percentages. These discrepancies were primarily due to unforeseen staffing adjustments in the intervention program.

Staffing Changes and Financial Impact

At the beginning of the academic year, the school hired a full-time Intervention Teacher, in alignment with the planned budget and services designed to provide targeted academic support in English Language Arts (ELA) and Math. However, mid-year, this teacher went on extended leave and ultimately did not return to the position.

Instead of rehiring a new full-time Intervention Teacher—a process that posed recruitment challenges—the school strategically redirected resources to support student needs in a different manner:

Additional Instructional Assistants were hired to fulfill small-group and push-in/pull-out intervention services across multiple grade levels.

The school also hired credentialed substitute teachers to conduct a 6-week intensive intervention block, focused on students demonstrating the greatest academic need based on assessment data.

These adjustments allowed Bella Mente to maintain fidelity to the goal of academic intervention and student support, though they differed from the originally budgeted staffing structure.

Differences in Budgeted vs. Actual Expenditures

The budget originally included salary and benefits for a full-time, credentialed teacher.

Actual expenditures reflected a combination of:

Lower overall salaries and benefits for multiple Instructional Assistants

Temporary payroll for credentialed substitutes

Possible variations in contracted services or materials to support small-group instruction

This shift resulted in lower overall expenditures than initially planned in this area, despite maintaining a strong level of support for students.

Differences in Planned vs. Actual Improved Services Percentage

The planned percentage of improved services assumed the impact of a full-time credentialed teacher providing interventions throughout the year.

The actual percentage of improved services reflects the modified delivery model (Instructional Assistants + Substitute-Led Intensives), which, while effective, may have had a slightly reduced or differently distributed service impact compared to the original plan.

Nevertheless, the use of credentialed substitutes and strategically deployed Instructional Assistants ensured that intervention services remained active and accessible, particularly for students who are English learners, socioeconomically disadvantaged, or identified as needing additional academic support.

Bella Mente Montessori Academy believes that the specific actions implemented during the 2024–2025 school year have laid a strong foundation for meaningful progress toward the overarching three-year academic goals outlined in the Local Control and Accountability Plan (LCAP). The focus on standards-based instruction, core skill development, and targeted interventions in English Language Arts (ELA) and Math has contributed to improved academic confidence and engagement among students.

Instructional Preparation and Student Engagement

One of the most significant indicators of progress has been the increased student confidence and participation in the state testing process. This year, students demonstrated a noticeably greater level of:

Preparedness for assessments, as a result of intentional review and practice of foundational standards.

Engagement with academic content, supported by small-group instruction, guided practice, and individualized supports.

Self-efficacy, reflecting their belief in their ability to succeed—an essential non-academic factor contributing to performance.

These outcomes suggest that the focus on building core skills and preparing students with both content knowledge and test-taking strategies has been highly effective in moving students closer to grade-level proficiency.

Strategic Use of Intervention Resources

Although staffing adjustments were made mid-year (as detailed in the budget explanation), the reallocation of resources—through the deployment of additional Instructional Assistants and credentialed substitutes—helped sustain academic momentum. These team-based supports:

Enabled flexible intervention delivery models (e.g., push-in, pull-out, small groups).

Provided personalized instructional time to address learning gaps in ELA and Math.

Maintained instructional consistency during a time when a permanent intervention teacher was unavailable.

This approach ensured that no instructional time was lost and that students continued to benefit from focused academic support aligned to California state standards.

Early Indicators of Progress

While formal assessment results (e.g., CAASPP) are pending, formative assessments, classroom data, and teacher observations indicate steady improvement in students' grasp of grade-level standards, particularly among those who received targeted interventions. These actions are expected to yield long-term academic growth, aligning with the school's three-year goal of having all scholars at or above grade level by the end of the cycle.

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

As a result of implementation reflections and ongoing analysis of student outcomes during the 2024–2025 school year, Bella Mente Montessori Academy has identified key adjustments to its instructional support model that will be incorporated into the planning for the upcoming academic year.

Reevaluation of the Intervention Model

A significant insight from the past year was the realization that the school’s intervention goals can be achieved without relying on a single full-time intervention teacher. The original plan centered around this role as the primary mechanism for delivering targeted ELA and Math interventions. However, real-world implementation challenges, including staff turnover and leave of absence, necessitated a shift in strategy.

Key Changes:

Removal of the full-time Intervention Teacher role as a planned staffing element.

Replacement with multiple trained Instructional Assistants (IAs) who provide structured and consistent afternoon intervention support on a daily basis.

Addition of a 6-week intensive intervention block, facilitated by certificated substitute teachers in a pull-out model for students identified as most academically at-risk.

This shift allowed for greater scheduling flexibility, increased individualized attention, and the ability to sustain high-quality interventions without gaps caused by staffing transitions.

Adjustments to Actions and Target Outcomes

While the overall goal of bringing students to grade-level proficiency in ELA and Math remains unchanged, the actions supporting that goal will be more targeted and distributed across multiple support personnel. This model supports:

Daily intervention blocks for broader student access.

More consistent adult presence in classrooms and intervention settings.

Strategic deployment of certificated substitutes for short-term intensive remediation.

Metrics will continue to focus on:

The number and percentage of students demonstrating 1.5 years’ growth.

Growth on internal benchmarks (e.g., i-Ready).

Effectiveness of interventions measured through pre- and post-assessments.

Reasoning Behind the Changes

These changes reflect Bella Mente's commitment to responsive and data-informed instructional planning. The revised model proved not only sustainable but effective during the 2024–2025 school year and aligns with the school's flexible, student-centered philosophy. By leveraging the talents of multiple support staff and using strategic scheduling, the school can maximize service impact without being dependent on a single staff member.

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

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	1FTE Reading Specialist	Reading Specialist	\$103,772.00	No
1.2	NWEA MAPs Intervention Programs	Data tracking and documentation of student achievement.	\$10,000.00	Yes
1.3	Math Reveal McGraw Hill- 7th and 8th grade	Enhanced math curriculum for middle school students	\$2,700.00	Yes
1.4	PE Teacher	Access for all students to a well rounded curriculum, including physical education.	\$91,979.00	Yes
1.5	6th 7th 8th- TCI Science and Social Studies	Access to a well rounded curriculum with digital and physical components.	\$10,508.00	Yes
1.6	Recipe for Reading and Alphabet Series	Additional reading curriculum for students	\$15,000.00	Yes
1.7	Substitute Teachers	Credentialed substitute teachers to provide additional mathematics and language arts support to students in a 6 week period.	\$86,776.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.8	Instructional Assistants	Additional staff for each classroom to have a support individual to provide structure in the classroom.	\$86,776.00	Yes
1.9	Wordly Wise	Additional English language support curriculum to enhance curricular offering	\$5,000.00	Yes
1.10	Cursive Handwriting Without Tears	Curriculum for students to meet the curricular requirement of cursive writing for all students in California.	\$3,000.00	Yes
1.11	Wilson	Additional curricular support for students.	\$2,838.00	Yes

Goals and Actions

Goal

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

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

Purpose and Importance of the Goal

1. Promoting Health and Well-Being:

Holistic Development: Ensuring that students are healthy and well is foundational to their ability to learn and thrive academically. Health and well-being encompass physical health, mental health, and emotional stability, all of which are critical for students to engage fully in their education.

Reducing Barriers to Learning: By addressing health and well-being, the school can reduce barriers that might impede learning, such as stress, anxiety, and health issues.

2. Fostering Creativity:

Encouraging Innovation: Creativity is a key skill in today's rapidly changing world. By promoting creativity, Bella Mente prepares students to think critically and innovatively.

Engagement and Enjoyment: Creative activities make learning more engaging and enjoyable, which can lead to higher student motivation and better academic outcomes.

3. Supporting Social and Emotional Development:

Building Resilience: Social and emotional development helps students build resilience, manage their emotions, and develop positive relationships.

Improving Academic Performance: Research shows that social and emotional learning (SEL) is linked to better academic performance, as students who are socially and emotionally competent are better able to focus, cooperate, and resolve conflicts.

4. Strengthening Staff/Scholar Relationships:

Creating Trust: Strong relationships between staff and scholars foster a sense of trust and safety. Students are more likely to engage and succeed in environments where they feel supported and understood by their teachers.

Positive School Climate: Positive relationships contribute to a supportive and inclusive school climate, which is essential for effective teaching and learning.

5. Enhancing Sense of Belonging:
 Inclusion and Equity: A sense of belonging is crucial for all students, especially those from diverse backgrounds. It ensures that every student feels valued and included in the school community.
 Motivation and Retention: When students feel they belong, they are more motivated to attend school, participate actively, and stay engaged in their education.

6. Measurable Outcomes:
 Accountability and Improvement: Using staff, student, and family surveys to measure these aspects ensures that the goal is not only aspirational but also actionable and measurable. This feedback loop allows the school to assess its progress and make necessary improvements.
 Stakeholder Engagement: Regular surveys involve all stakeholders in the evaluation process, ensuring that the school community’s voice is heard and considered in decision-making.

Overall Impact
 Creating a Supportive Environment:
 The overarching aim of this goal is to create a safe, supportive, and nurturing environment where every scholar can flourish. A safe community that prioritizes health, creativity, social and emotional development, strong relationships, and a sense of belonging lays the foundation for academic success and personal growth.

Long-Term Benefits:
 By focusing on these areas, Bella Mente is not only addressing the immediate needs of its students but also equipping them with the skills and mindset necessary for lifelong success and well-being. This comprehensive approach ensures that students are well-prepared to navigate the complexities of the future, both academically and personally.
 In summary, this goal was developed to ensure that Bella Mente provides a holistic, supportive, and enriching environment for all scholars, addressing their diverse needs and promoting their overall growth and success.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Increase Parent Surveys participation rate using survey feedback platform	25% of our families completed the 2023-2034 LCAP survey., a marked improvement from previous years.	33% of our families completed the 2024-2025 LCAP survey		45% of our families completing the annual LCAP survey	8% increase

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.2	Increase colored Tier status on CA School Dashboard Suspension Rate	Blue Suspension Rate	TBD upon release of 24-25 Dashboard		Green or Blue on the CA School Dashboard	TBD
2.3	Leader in Me assessment-MRA	MRA Score of 69, significant improvement over previous years.	MRA score of 73 for SY 24-25 achieved		MRA score of 80	4% increase

Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Bella Mente Montessori Academy remains deeply committed to fostering a safe, inclusive, and nurturing school community where scholars feel supported in their health, well-being, creativity, and emotional growth. The school's efforts center on creating an environment that promotes strong staff-scholar relationships, enhances student agency, and cultivates a positive school culture. These efforts are evaluated through annual and periodic staff, student, and family surveys, as well as behavioral and attendance data.

Planned vs. Actual Implementation

Planned Actions:

Use of the Leader in Me curriculum to develop leadership skills and reinforce social-emotional learning (SEL) across all grade levels.

Engagement of school leaders and classroom educators in facilitating community-building activities and SEL routines.

Promotion of positive behavior and strong relationships through restorative practices.

Actual Implementation:

During the year, a strategic shift was made in SEL programming and staffing:

Instead of continuing with the Leader in Me curriculum, the school adopted the Choose Love Movement curriculum, which is focused on compassion, gratitude, forgiveness, and courage. This decision was driven by a desire for a more explicit and trauma-informed SEL framework that aligns with the needs of the student population and integrates seamlessly with Montessori principles.

Additionally, Bella Mente began utilizing the support of a dedicated Assistant Principal, whose role includes leading behavioral supports, coordinating SEL implementation, supporting staff-student interactions, and enhancing school-wide safety and belonging efforts.

These shifts in programming and leadership have enabled the school to take a more intentional and structured approach to SEL and campus climate initiatives.

Successes in Implementation

Improved adult support: The addition of an Assistant Principal has led to more consistent response to student behavior, greater visibility of leadership during high-traffic times (e.g., lunch, recess), and stronger relationships between administration and students.

SEL integration: The Choose Love curriculum was successfully introduced into classroom routines, morning meetings, and restorative circles. Teachers report that the curriculum's focus on emotional resilience and kindness resonates with students.

Community buy-in: Family and staff survey responses indicate improved perceptions of school safety and connectedness, especially in relation to adult responsiveness and peer relationships.

Behavioral improvements: Early data from incident reports and restorative documentation suggest a decrease in repeat behavioral incidents, and an increase in proactive classroom management practices.

Challenges Encountered

Transition period: Shifting from Leader in Me to Choose Love required professional development, time for teacher planning, and new resource alignment. While ultimately successful, the transition necessitated a learning curve.

Staff capacity: While the Assistant Principal has taken on key responsibilities, additional SEL and behavioral supports may still be needed to fully meet the demand across all grade levels, particularly in higher-needs classrooms.

Survey alignment: Because surveys were originally designed to assess Leader in Me impact, metrics and questions may require updates to reflect the new curriculum's focus and goals.

Conclusion

The school's revised approach—centered on the Choose Love curriculum and strengthened by Assistant Principal leadership—has proven to be an effective strategy for promoting student well-being and creating a stronger sense of safety and belonging. These changes have enhanced the school's capacity to implement SEL in a meaningful, student-centered way and will continue to inform improvements in the coming school year.

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

There was a material difference in expenditures related to administrative support. Originally, the plan was to allocate funding toward Leader in Me curriculum materials and the hiring of an art teacher. However, as implementation progressed, we redirected these funds to support the salary of an Assistant Principal who not only oversaw the Leader in Me program but also provided supervision and leadership to our

Instructional Assistants. These Instructional Assistants led art enrichment projects across classrooms, allowing us to meet the intent of the original plan through a more integrated and flexible staffing approach.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

All specific actions outlined to support student engagement and well-being proved effective during the year. The integration of leadership development, social-emotional learning, and creative expression had a positive impact on school climate and student outcomes. As a result, we are continuing these strategies into the 2025–26 school year, reinforcing their success through alignment with our broader school goals.

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

Based on reflection and evaluation of program alignment and long-term sustainability, we are transitioning from the Leader in Me program to the Choose Love Movement beginning in the upcoming school year. This shift reflects our desire to deepen social-emotional learning with a framework that is more closely aligned to our Montessori philosophy and instructional priorities, while continuing to prioritize leadership, compassion, and resilience in our students.

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

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	1 FTE Assistant Principal	An Assistant Principal will guide the schools Social Emotional curriculum, Choose Love.	\$133,711.00	Yes
2.2	1FTE Community Liaison	Providing students and their families with valuable community resources, assisting with attendance and ensuring students are attending school.	\$64,553.00	Yes
2.3	1FTE Agriculture and Nutrition Teacher	Provide all students access to nutrition and agriculture education.	\$80,384.00	Yes
2.4	1 FTE School Principal	Providing the students and teachers with an instructional leader with a data driven focus to ensure students are continuing to make annual measurable gains.	\$174,562.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.5	Campus Safety Alliance- Campus Safety Review	Annual safety review of the campus and its procedures to ensure the students have a safe learning environment.	\$9,830.00	Yes
2.6	Go Zen, Brain Pop, Brain Pop Jr.	Curricular add ons to ensure the students have a positive school learning enviroment.	\$1,000.00	Yes

Goals and Actions

Goal

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

State Priorities addressed by this goal.

Priority 3: Parental Involvement (Engagement)
 Priority 5: Pupil Engagement (Engagement)
 Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

Purpose and Importance of the Goal

1. Enhancing Student Success:

Parental Influence: Research consistently shows that parental involvement is a key factor in student achievement. When parents are engaged, students are more likely to perform better academically, have better attendance, and exhibit improved behavior.

Supportive Home Environment: Increased parent involvement helps create a supportive home environment that reinforces the importance of education and lifelong learning.

2. Fostering Collaboration and Open Communication:

Two-Way Communication: Establishing open lines of communication between the school and parents ensures that information flows both ways. Parents can provide valuable insights and feedback that can help improve school policies and practices.

Building Trust: Transparent and frequent communication builds trust between parents and school staff, fostering a more collaborative and supportive school community.

3. Promoting a Collaborative Culture:

Shared Responsibility: Collaboration among all stakeholders, including parents, teachers, and administrators, promotes a sense of shared responsibility for student success. It encourages everyone to work together towards common goals.

Creativity and Innovation: A collaborative culture encourages creativity and innovation as diverse perspectives and ideas are shared and valued. This can lead to more effective problem-solving and program development.

4. Encouraging Participation and Responsibility:

Active Engagement: Encouraging parents to participate in school activities and decision-making processes increases their investment in their children's education and the school community as a whole.

Role Modeling: Parents who actively participate in school activities model positive behaviors and attitudes for their children, fostering a sense of responsibility and community involvement in students.

5. Valuing Diversity and Equity:

Inclusive Environment: Emphasizing diversity and equity ensures that all families, regardless of their background, feel welcomed and valued in the school community. This promotes an inclusive environment where every voice is heard and respected.

Equitable Access: By valuing diversity and equity, the school ensures that all parents have equitable access to involvement opportunities, addressing potential barriers such as language, transportation, and time constraints.

6. Strengthening Community Ties:

Community Engagement: Increased parent involvement strengthens ties between the school and the wider community. This can lead to more resources and support for the school, as well as a greater sense of community pride and cohesion.

Holistic Support: Engaging parents and community members creates a network of support for students that extends beyond the classroom, encompassing their social, emotional, and academic needs.

Overall Impact

Creating a Supportive Environment:

The goal aims to create a more supportive, inclusive, and collaborative school environment where parents are actively involved in their children's education. This involvement is crucial for fostering a sense of community and ensuring that all stakeholders work together towards the common goal of student success.

Long-Term Benefits:

By increasing parent involvement, Bella Mente not only enhances the immediate educational experience for students but also builds a stronger, more resilient school community. Parents who are engaged and invested in the school are more likely to support and advocate for the school in the long term, contributing to sustained success and improvement.

In summary, Bella Mente developed this goal to leverage the significant positive impact of parent involvement on student success, foster a collaborative and inclusive school culture, and ensure that diversity and equity are at the forefront of its community engagement efforts. This comprehensive approach is aimed at creating a supportive and thriving educational environment for all students and their families.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Maintain Standard Met on CA School Dashboard-Parent and Family Engagement	23 Dashboard, Standard Met	Standard has been met the last two years		Standard Met	Standard Met

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.2	Increase parent participation at school events and meetings documented on attendance logs	Increased parent participation at school events has increased; establishment of the Bella Mente PTA has facilitated an increase in participation and partnership.	Increase has been achieved at Fall Festival, Winter Spectacular, DELAC meetings, Parent Information Nights, etc.		Participation of 50% of families in at least one school activity each year	Significant increase experienced.
3.3	Increase Chronic Absenteeism status above "Orange" on CA School Dashboard	33.3% chronically absent in 2023. Internal reports show chronically absent was only 15.3% in the 23-24 school year.	The school has moved positively to Yellow on the Dashboard in the 23-24 school year		10% chronic absenteeism rate	Goal Met: Chronic Absenteeism is Yellow in the Dashboard.
3.4	Increase the attendance rate for Bella Mente students by .5%	Attendance rate has returned to baseline of 96%	Attendance has increased to 97%		Attendance rate of 96.5%	Goal Met: Attendance is above the target for Year 3.

Goal Analysis [2025-26]

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

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

During the 2024–2025 school year, Bella Mente Montessori Academy remained focused on strengthening its collaborative school culture by deepening relationships with families, fostering open communication, and creating inclusive spaces for parent involvement. The school took intentional steps to align family engagement practices with its mission of valuing diversity, equity, and student-centered learning.

Key efforts included:

Regular family communication through newsletters, school website updates, and messaging apps.

Family-focused events such as curriculum nights, cultural celebrations, student performances, and monthly dine-out fundraisers.

Bimonthly Wellness Committee meetings that provided both virtual and in-person access to increase parent participation.

Active partnerships with community organizations (e.g., Boys & Girls Club, SANDAG, +Box) to support family wellness, transportation education, and food security.

The school also maintained its commitment to multilingual outreach, ensuring materials were accessible in families' home languages and interpreters were available at key events and meetings.

Planned vs. Actual Implementation

There were no substantive differences between planned actions and actual implementation. The strategies outlined in the LCAP to enhance family engagement and stakeholder collaboration were carried out as intended, with a focus on accessibility, relevance, and cultural responsiveness.

Key metrics aligned with this goal—including Attendance, Chronic Absenteeism, and Parent and Family Engagement—were met on the California School Dashboard for 2024–2025. These outcomes affirm that the school's efforts to build strong school-home connections and support student success through family collaboration are producing measurable results.

Successes in Implementation

Improved Attendance & Engagement: Strategic outreach and partnerships, along with positive reinforcement programs (such as monthly attendance celebrations), contributed to stronger attendance rates and reduced chronic absenteeism.

Dashboard Success: The school met its targets in all three relevant California Dashboard indicators for this goal: Attendance, Chronic Absenteeism, and Parent and Family Engagement, demonstrating the effectiveness of the school's outreach strategies and inclusive practices.

Community Trust & Participation: A noticeable increase in family participation in surveys, school events, and committee work reflects growing trust and connection between families and school leadership.

Responsive Communication: Bella Mente maintained its commitment to responding to all emails within 24 hours and personally welcoming all visitors, helping establish a welcoming and professional tone that supports relationship-building.

Challenges Encountered

Balancing Accessibility: While virtual options boosted participation, some families still faced barriers such as technology access or scheduling conflicts. The school continues to explore flexible scheduling and hybrid event models.

Sustaining Involvement Over Time: Maintaining consistent parent engagement beyond special events remains a focus area. Efforts will continue to ensure families are seen as partners in the educational process, not just participants.

Conclusion

Bella Mente's ongoing focus on open communication, inclusive family engagement, and collaborative culture has been effective in achieving the goals outlined in the LCAP. The positive results on the California School Dashboard and increased participation from diverse families

indicate that the school is building a strong foundation of trust, shared responsibility, and equity-centered collaboration among all stakeholders.

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

During the 2024–2025 school year, Bella Mente Montessori Academy experienced material differences between Budgeted Expenditures and Estimated Actual Expenditures, as well as Planned Percentages of Improved Services and Estimated Actual Percentages, particularly within the area of student enrichment and support services.

Staffing Reallocation and Financial Adjustments

Originally, the budget included funds for the hiring of a full-time Art Teacher to provide visual arts instruction and enrichment aligned with the school’s mission to nurture creativity and whole-child development. However, after extensive consideration and based on staffing priorities and student needs, the school made the decision not to hire an art teacher during this school year.

Instead, the funds initially allocated for this position were strategically redirected to support a broader array of high-impact student services and engagement roles. Specifically, the funds were used to:

Hire additional Instructional Assistants, supporting academic interventions, small group instruction, and individualized student attention across multiple grade levels.

Expand the roles of Community Liaisons, who serve as vital bridges between the school and families, improving parent communication, cultural responsiveness, and attendance outreach.

Support the school’s Counselor, who leads social-emotional learning (SEL) efforts, facilitates restorative practices, and provides individual and group counseling services.

Fund the Director of Community Engagement, a leadership role responsible for strengthening family-school partnerships, coordinating events, and ensuring that community engagement remains inclusive, equitable, and aligned with the school’s values.

Impact on Percentages of Improved Services

While the absence of a dedicated Art Teacher slightly altered the originally planned pathway for enrichment services, the reallocation of funds significantly contributed to expanded student supports, particularly for high-need student populations such as English Learners, socioeconomically disadvantaged students, and those experiencing chronic absenteeism or social-emotional challenges.

The Estimated Actual Percentage of Improved Services therefore remained consistent with the school's goals, as the reallocated funds directly supported services that:

Addressed academic gaps

Improved social-emotional outcomes

Strengthened family-school communication

Enhanced overall student engagement and well-being

Conclusion

Though the delivery method for some enrichment opportunities changed from what was originally planned, the reallocation of funds allowed Bella Mente to provide more comprehensive and targeted supports to students and families. These adjustments reflect the school's responsive approach to emerging needs and its commitment to maximizing the effectiveness of available resources to meet LCAP priorities.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Bella Mente Montessori Academy's actions to increase parent involvement and foster a collaborative school culture have been highly effective in making progress toward the intended outcomes of Goal 3. The school's intentional strategies in building trust, encouraging participation, and enhancing communication with families have led to measurable and meaningful impacts.

Strengthened Communication and Engagement

The school's emphasis on frequent, accessible, and multilingual communication—through newsletters, parent messaging platforms, the school website, and in-person interactions—has improved the consistency and clarity of information shared with families.

Parents report feeling more informed and included in their child's education, as evidenced by increased participation in surveys, school events, and parent-teacher conferences.

The presence of Community Liaisons and the Director of Community Engagement has enhanced the school's capacity to reach and support families of all backgrounds, ensuring diverse voices are heard and respected.

Positive Outcomes on State Indicators

The effectiveness of these actions is further confirmed by the school's performance on the California School Dashboard, where Bella Mente met its targets for Attendance, Chronic Absenteeism, and Parent and Family Engagement indicators.

These outcomes signal that the school's collaborative efforts are not only well-received by families but also contributing to improved student outcomes and greater school connectedness.

Supportive School Climate and Equity Focus

School-wide initiatives have been inclusive of diverse family needs and reflective of the school's commitment to equity and cultural responsiveness.

Engagement opportunities such as bilingual meetings, flexible scheduling for workshops and events, and hybrid Wellness Committee participation have contributed to a sense of shared ownership among stakeholders.

Ongoing Opportunities for Growth

While results have been positive, the school recognizes the importance of sustaining and deepening family partnerships beyond attendance at events. Continued focus will be placed on:

Empowering parents as collaborators in decision-making, not just participants in school activities.

Expanding leadership opportunities for parents through advisory roles, feedback groups, and committee work.

Ensuring all families, particularly those from historically underserved backgrounds, feel a strong sense of connection and agency within the school community.

In summary, the specific actions taken to increase parent involvement and cultivate a collaborative, inclusive culture have proven to be effective. These efforts have strengthened trust between families and the school, promoted student success, and created a more vibrant and equitable school community.

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

Following reflection on implementation during the 2024–2025 school year, Bella Mente Montessori Academy identified key adjustments to actions for the coming year to better align with its goal of fostering parent involvement, collaborative culture, and equitable support for all students.

Elimination of the Art Teacher Position

The school made the decision to eliminate the Art Teacher position for the upcoming year. This change was based on a reassessment of resource allocation and the desire to maximize direct student and family support services. While visual arts remain an important part of Bella Mente's commitment to creativity and whole-child development, art instruction will now be integrated within the general education classroom, supported by classroom teachers and through interdisciplinary, project-based learning aligned with the Montessori philosophy.

Increased Support for Instructional and Community-Based Roles

The funding previously designated for the Art Teacher will be redirected to strengthen key support roles that have demonstrated high impact:

Additional Instructional Assistants (IAs) will be placed in classrooms to provide targeted academic support, increase adult-student engagement, and enhance instructional differentiation.

Expanded support for Community Liaisons, who play a vital role in maintaining strong, culturally responsive communication between the school and families. Their continued involvement ensures that family needs are understood and addressed, and that families feel welcomed and empowered to participate in school life.

Alignment with Goal Priorities

These changes reflect the school’s evolving understanding of how best to achieve Goal 3 outcomes. By prioritizing classroom-level support and family engagement infrastructure, Bella Mente aims to deepen its impact in the areas of:

- Student academic and behavioral success
- Family trust and collaboration
- Inclusive communication practices
- Equitable learning environments

The metrics and target outcomes for the goal remain unchanged, but the adjusted actions will offer a more efficient and impactful pathway to meeting them, especially in a diverse and community-centered school setting.

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

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	1 FTE Bilingual Community Liaison	Community liaisons play a crucial role in bridging the gap between schools and the communities they serve	\$95,685.00	Yes
3.2	1FTE School Counselor	School counselor to bridge the home and school gap, ensuring we have open communication.	\$73,534.00	Yes
3.3	1 FTE Office Coordinator	Staff member to provide excellent customer service to ensure families receive timely responses to all engagements with the front office.	\$46,324.00	Yes

Action #	Title	Description	Total Funds	Contributing
3.4	1FTE Director of Community Engagement	Staff member to focus on creating a campus which encourages parent involvement.	\$60,360.00	Yes

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2026-27]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$	\$

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
	0.000%	\$0.00	

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.2	Action: NWEA MAPs Intervention Programs Need: Student Achievement Scope: LEA-wide	Intervention programs address critical needs within schools by providing targeted support to students who are struggling academically or behaviorally. These programs offer tailored instruction and resources, helping to bridge learning gaps and prevent minor issues from escalating into significant academic failures. By identifying at-risk students early through benchmark measures such as NWEA MAPs and providing the necessary support, intervention programs enhance student achievement and contribute to a more positive	NWEA MAPS Growth Achievement Growth, Dashboard Indicators

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		school climate. Implementing intervention programs on an LEA-wide or schoolwide basis ensures equitable access to support for all students, regardless of their background or school. This approach promotes consistency in the implementation of intervention strategies, maintaining high standards of support across the district. By offering uniform procedures and practices, it ensures that all students receive the same level of assistance, ultimately fostering educational equity and improving overall student outcomes.	
1.3	Action: Math Reveal McGraw Hill- 7th and 8th grade Need: Student Achievement Scope: LEA-wide	Curriculum used by Bella Mente Academies is state standards-aligned and provide teachers tools to effectively analyze and utilize assessment data. Teachers can identify student strengths and weaknesses, allowing for tailored instruction that meets individual student needs. This targeted approach leads to improved student outcomes, as teachers can adjust their strategies to address specific learning gaps and challenges. Provided professional development within the curriculum frameworks on data usage on an LEA-wide or schoolwide basis ensures that all educators are equipped with the necessary skills to implement data-driven instruction uniformly. This consistency promotes a cohesive approach to monitoring student progress and growth and designing effective interventions, ultimately enhancing student achievement across the district. Furthermore, it fosters a culture of accountability and transparency, where data is used systematically to inform teaching practices and educational strategies, supporting overall school improvement and success.	Dashboard Indicators

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.4	Action: PE Teacher Need: Student Achievement Scope: LEA-wide	High-quality staffing addresses essential needs within the school environment by enhancing student learning, reducing achievement gaps, and improving the overall school climate. An experienced and skilled PE educator contributes to increased student engagement and motivation, fosters a foundation of healthy living, and impacts a positive and inclusive school culture. High-quality staffing also leads to higher retention rates among teachers, providing continuity and stability in the educational process. This approach ensures that students receive high-caliber instruction and support, which is critical for their academic success and personal growth. Implementing high-quality staffing on an LEA-wide or schoolwide basis ensures equitable access to excellent educators for all students, promoting consistency in instructional quality and standards across the district. It supports professional development and collaboration among educators, leading to continuous improvement in teaching practices. Effective resource allocation, strategic leadership, and community engagement are also facilitated by this approach. Examples from Bella Mente Montessori Academy illustrates the positive impact of high-quality staffing, where dedicated educators and administrators contribute significantly to student success, inclusive education, and a supportive learning environment.	SARC Report, Misplaced Assignments, Teacher Vacancies
1.5	Action: 6th 7th 8th- TCI Science and Social Studies	Curriculum used by Bella Mente Academies is state standards-aligned and provide teachers tools to effectively analyze and utilize assessment data.	Dashboard Indicators

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Need: Student Achievement Scope: LEA-wide	Teachers can identify student strengths and weaknesses, allowing for tailored instruction that meets individual student needs. This targeted approach leads to improved student outcomes, as teachers can adjust their strategies to address specific learning gaps and challenges. Provided professional development within the curriculum frameworks on data usage on an LEA-wide or schoolwide basis ensures that all educators are equipped with the necessary skills to implement data-driven instruction uniformly. This consistency promotes a cohesive approach to monitoring student progress and growth and designing effective interventions, ultimately enhancing student achievement across the district. Furthermore, it fosters a culture of accountability and transparency, where data is used systematically to inform teaching practices and educational strategies, supporting overall school improvement and success.	
1.6	Action: Recipe for Reading and Alphabet Series Need: Student Achievement Scope: LEA-wide	Curriculum used by Bella Mente Academies is state standards-aligned and provide teachers tools to effectively analyze and utilize assessment data. Teachers can identify student strengths and weaknesses, allowing for tailored instruction that meets individual student needs. This targeted approach leads to improved student outcomes, as teachers can adjust their strategies to address specific learning gaps and challenges. Provided professional development within the curriculum frameworks on data usage on an LEA-wide or schoolwide basis ensures that all educators are equipped with the necessary skills to implement data-driven instruction	Dashboard Indicators

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		uniformly. This consistency promotes a cohesive approach to monitoring student progress and growth and designing effective interventions, ultimately enhancing student achievement across the district. Furthermore, it fosters a culture of accountability and transparency, where data is used systematically to inform teaching practices and educational strategies, supporting overall school improvement and success.	
1.7	Action: Substitute Teachers Need: Student Achievement Scope: LEA-wide	High-quality staffing addresses essential needs within the school environment by enhancing student learning, reducing achievement gaps, and improving the overall school climate. Having experienced and skilled on-site substitutes contributes to increased student engagement and motivation, impacts a positive and inclusive school culture, and builds trusting relationships. Bella Mente Montessori Academy substitutes ensure that students receive high-caliber instruction and support, which is critical for their academic success and personal growth. Implementing high-quality staffing on an LEA-wide or schoolwide basis ensures equitable access to excellent educators for all students, promoting consistency in instructional quality and standards across the district.	Vacancies
1.8	Action: Instructional Assistants Need: Student Achievement Scope:	High-quality staffing addresses essential needs within the school environment by enhancing student learning, reducing achievement gaps, and improving the overall school climate. Through proper professional development, Instructional Assistants contribute to increased student engagement and motivation, foster a foundation of healthy living, and impact a positive and inclusive school culture. High-quality support staff also	Vacancies

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	LEA-wide	leads to higher retention rates among teachers, providing continuity and stability in the educational process. This approach ensures that students receive high-caliber instruction and support, which is critical for their academic success and personal growth. Implementing high-quality staffing on an LEA-wide or schoolwide basis ensures equitable access to excellent assistants for all students, promoting consistency in instructional quality and standards across the district.	
1.9	Action: Wordly Wise Need: Student Achievement Scope: LEA-wide	Curriculum used by Bella Mente Academies is state standards-aligned and provide teachers tools to effectively analyze and utilize assessment data. Teachers can identify student strengths and weaknesses, allowing for tailored instruction that meets individual student needs. This targeted approach leads to improved student outcomes, as teachers can adjust their strategies to address specific learning gaps and challenges. Provided professional development within the curriculum frameworks on data usage on an LEA-wide or schoolwide basis ensures that all educators are equipped with the necessary skills to implement data-driven instruction uniformly. This consistency promotes a cohesive approach to monitoring student progress and growth and designing effective interventions, ultimately enhancing student achievement across the district. Furthermore, it fosters a culture of accountability and transparency, where data is used systematically to inform teaching practices and educational strategies, supporting overall school improvement and success.	Dashboard Indicators
1.10	Action: Cursive Handwriting Without Tears		

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Need: Scope: LEA-wide		
1.11	Action: Wilson Need: Student Achievement Scope: LEA-wide	Curriculum used by Bella Mente Academies is state standards-aligned and provide teachers tools to effectively analyze and utilize assessment data. Teachers can identify student strengths and weaknesses, allowing for tailored instruction that meets individual student needs. This targeted approach leads to improved student outcomes, as teachers can adjust their strategies to address specific learning gaps and challenges. Provided professional development within the curriculum frameworks on data usage on an LEA-wide or schoolwide basis ensures that all educators are equipped with the necessary skills to implement data-driven instruction uniformly. This consistency promotes a cohesive approach to monitoring student progress and growth and designing effective interventions, ultimately enhancing student achievement across the district. Furthermore, it fosters a culture of accountability and transparency, where data is used systematically to inform teaching practices and educational strategies, supporting overall school improvement and success.	Dashboard Indicators
2.1	Action: 1 FTE Assistant Principal Need:	High-quality staffing addresses essential needs within the school environment by enhancing student learning, reducing achievement gaps, and improving the overall school climate. An	SARC Report, Misplaced Assignments, Teacher Vacancies

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	School Culture; Student Achievement Scope: LEA-wide	experienced and skilled Assistant Principal contributes to increased student engagement and motivation, fosters a positive school culture, and enforces schoolwide and LEA-wide policies. High-quality staffing also leads to higher retention rates among teachers, providing continuity and stability in the educational process. Implementing high-quality staffing on an LEA-wide or schoolwide basis ensures equitable access to excellent educators for all students, promoting consistency in instructional quality and standards across the district. The Assistant Principal supports professional development and collaboration among educators, leading to continuous improvement in teaching practices. Effective resource allocation, strategic leadership, and community engagement are facilitated by this approach. Bella Mente Montessori Academy illustrates the positive impact of high-quality staffing, where dedicated administrators contribute significantly to student success, inclusive education, and a supportive learning environment.	
2.2	Action: 1FTE Community Liaison Need: School Culture; Parent Engagement Scope: LEA-wide	Community Liaisons address critical needs within schools by strengthening relationships between the school and the broader community. By engaging with parents, local businesses, and community organizations, schools foster a sense of shared responsibility and support for their goals and initiatives. This collaboration enhances the school environment and creates a network of support that benefits students academically, socially, and emotionally. Providing community outreach on an LEA-wide or schoolwide basis ensures that all students and	Board Reports, Grants

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		families have access to valuable resources and services. This approach promotes consistency in engagement efforts and helps build a unified community that supports student success. Increased parental involvement, access to tutoring, counseling, and extracurricular activities are some of the key benefits, contributing to a supportive and enriching educational experience for all students.	
2.3	Action: 1FTE Agriculture and Nutrition Teacher Need: Student Achievement; School Culture Scope: LEA-wide	High-quality staffing addresses essential needs within the school environment by enhancing student learning, reducing achievement gaps, and improving the overall school climate. An experienced and skilled Agriculture and Nutrition teacher contributes to increased student engagement and motivation, fosters a foundation of healthy living, and impacts a positive and inclusive school culture. High-quality staffing also leads to higher retention rates among teachers, providing continuity and stability in the educational process. This approach ensures that students receive high-caliber instruction and support, which is critical for their academic success and personal growth. Implementing high-quality staffing on an LEA-wide or schoolwide basis ensures equitable access to excellent educators for all students, promoting consistency in instructional quality and standards across the district. It supports professional development and collaboration among educators, leading to continuous improvement in teaching practices. Effective resource allocation, strategic leadership, and community engagement are also facilitated by this approach. Examples from Bella Mente Montessori Academy illustrates the positive	SARC Report, Misplaced Assignments, Teacher Vacancies

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		impact of high-quality staffing, where dedicated educators and administrators contribute significantly to student success, inclusive education, and a supportive learning environment.	
2.4	Action: 1 FTE School Principal Need: Student Achievement; School Culture; Family Engagement Scope: LEA-wide	High-quality staffing addresses essential needs within the school environment by enhancing student learning, reducing achievement gaps, and improving the overall school climate. An experienced and skilled Principal contributes to increased student engagement and motivation, fosters a positive school culture, and enforces schoolwide and LEA-wide policies. High-quality staffing also leads to higher retention rates among teachers, providing continuity and stability in the educational process. Implementing high-quality staffing on an LEA-wide or schoolwide basis ensures equitable access to excellent educators for all students, promoting consistency in instructional quality and standards across the district. The Principal supports professional development and collaboration among educators, leading to continuous improvement in teaching practices. Effective resource allocation, strategic leadership, and community engagement are facilitated by this approach. Bella Mente Montessori Academy illustrates the positive impact of high-quality staffing, where dedicated administrators contribute significantly to student success, inclusive education, and a supportive learning environment.	SARC Report, Misplaced Assignments, Teacher Vacancies
2.5	Action: Campus Safety Alliance- Campus Safety Review	Enhancing safety procedures and practices within the school environment addresses critical needs such as improving family and student sense of	Campus Review Report, Monthly Drills Documentation

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	Need: School Culture; School Safety Scope: LEA-wide	safety, student outcomes, decreasing incidents of disciplinary behaviors, and strengthening teacher-student relationships. An effective safety review identifies areas of need in creating a more positive school climate and fostering a safe, supportive learning environment. Identified areas of improvement ensures that all educators, staff, and students benefit from consistent and effective safety practices, as evidenced by monthly drills.	
2.6	Action: Go Zen, Brain Pop, Brain Pop Jr. Need: Student Achievement Scope: LEA-wide	Curriculum used by Bella Mente Academies is state standards-aligned and provide teachers tools to effectively analyze and utilize assessment data. Teachers can identify student strengths and weaknesses, allowing for tailored instruction that meets individual student needs. This targeted approach leads to improved student outcomes, as teachers can adjust their strategies to address specific learning gaps and challenges. Provided professional development within the curriculum frameworks on data usage on an LEA-wide or schoolwide basis ensures that all educators are equipped with the necessary skills to implement data-driven instruction uniformly. This consistency promotes a cohesive approach to monitoring student progress and growth and designing effective interventions, ultimately enhancing student achievement across the district. Furthermore, it fosters a culture of accountability and transparency, where data is used systematically to inform teaching practices and educational strategies, supporting overall school improvement and success.	Dashboard Indicators

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
3.1	Action: 1 FTE Bilingual Community Liaison Need: Scope: LEA-wide	Community Liaisons address critical needs within schools by strengthening relationships between the school and the broader community. By engaging with parents, local businesses, and community organizations, schools foster a sense of shared responsibility and support for their goals and initiatives. This collaboration enhances the school environment and creates a network of support that benefits students academically, socially, and emotionally. Providing community outreach on an LEA-wide or schoolwide basis ensures that all students and families have access to valuable resources and services. This approach promotes consistency in engagement efforts and helps build a unified community that supports student success. Increased parental involvement, access to tutoring, counseling, and extracurricular activities are some of the key benefits, contributing to a supportive and enriching educational experience for all students.	Board Reports, Grants
3.2	Action: 1FTE School Counselor Need: School Culture; Family Engagement. Scope: LEA-wide	Counselors address critical needs within schools by strengthening relationships between with students, fostering school connectedness. . As with Community Liaisons, Counselors engage with parents and community organizations, to help foster a sense of shared responsibility and support for student academic, behavioral, academic, and attendance goals. The counselor's collaboration enhances the school environment and creates a network of support that benefits students. Providing community outreach on an LEA-wide basis ensures that all students and families have access to valuable resources and services. This approach promotes consistency in engagement	Board Reports, Grants

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		efforts and helps build a unified community that supports student success.	
3.3	Action: 1 FTE Office Coordinator Need: School Culture; Parent Engagement Scope: LEA-wide	The Front Office Coordinator address critical needs within schools by strengthening relationships between the school and the broader community. By engaging with parents, students, and community organizations, the Front Office Coordinator fosters a sense of shared responsibility and support for the schoolwide and LEA-wide goals and initiatives. This collaboration enhances the school environment and creates a network of support that benefits students academically, socially, and emotionally and supports family collaboration. The Front Office Coordinator ensures that all students and families have access to valuable resources and services. This approach promotes consistency in engagement efforts and helps build a unified community that supports student success and increased parental involvement.	Vacancies
3.4	Action: 1FTE Director of Community Engagement Need: School Culture; Community Engagement Scope: LEA-wide	The Director of Community Engagement address critical needs within the school and community by strengthening relationships between all stakeholders. By engaging with parents, local businesses, and community organizations, the Director of Community Engagement fosters a sense of shared responsibility and support for school and LEA goals and initiatives. This collaboration amongst all shareholders who have a shared and equal voice enhances the school environment and creates a network of support that benefits students academically, socially, and emotionally. The Director of Community	

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
		Engagement helps to ensure that community outreach on an LEA-wide or schoolwide basis is maintained so that all students and families have access to valuable resources and services. This approach promotes consistency in engagement efforts and helps build a unified community that supports student success. The Director of Community Engagement oversees processes and procedures to monitor parental involvement, student access to tutoring, counseling, and extracurricular activities. The Director of Community Engagement strongly contributes to a supportive and enriching educational experience for all stakeholders.	

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

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Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Bella Mente Montessori Academy qualifies for additional Concentration Grant Add-On funding due to its high percentage of unduplicated students, including foster youth, English learners, and low-income students, exceeding the 55% threshold. In alignment with the school's mission to provide equitable, student-centered education, these funds will be strategically used to increase the number of staff directly supporting students, with a particular emphasis on hiring and retaining Instructional Assistants (IAs).

Purpose and Rationale

Instructional Assistants play a crucial role in delivering personalized, small-group, and one-on-one academic support to students who need it most. Their presence in the classroom ensures that differentiated instruction is not only possible, but sustainable—especially for students who may be performing below grade level, are developing English proficiency, or need additional scaffolding due to socio-emotional or learning challenges.

By leveraging Concentration Grant Add-On funds to hire more IAs, Bella Mente will:

Reduce adult-to-student ratios in classrooms, ensuring more individualized attention.

Support targeted academic interventions during core instruction blocks and afternoon intervention periods.

Provide consistent, relationship-based support to build trust and rapport with high-need students.

Help implement accommodations for students with IEPs or ILPs, supporting inclusive education.

Reinforce Montessori-based, hands-on learning strategies that require greater adult facilitation.

Implementation Plan

In the 2025–2026 school year, Bella Mente plans to:

Hire additional full-time and part-time Instructional Assistants, placing them strategically across grade levels with higher concentrations of unduplicated students.

Ensure IAs receive training in culturally responsive practices, restorative supports, English language development strategies, and data-informed instructional support.

Collaborate with teachers and support staff to use IAs as key partners in intervention, enrichment, and behavioral support.

Equity and Impact

This approach directly addresses educational equity by ensuring that students with the highest needs receive increased access to human capital and instructional support. It also aligns with the school’s goals of improving academic outcomes, reducing chronic absenteeism, and fostering a positive, inclusive learning environment.

By investing in staff who serve as daily, frontline educators and mentors, Bella Mente is making a strategic commitment to supporting its most vulnerable students—not only academically, but socially and emotionally as well.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		1 to 19 staff to student ratio
Staff-to-student ratio of certificated staff providing direct services to students		1 to 9.83 staff to student ratio

2026-27 Total Planned Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
Totals				0.000%	

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$1,054,520.00	\$0.00	\$0.00	\$103,772.00	\$1,158,292.00	\$1,098,416.00	\$59,876.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	1FTE Reading Specialist	All	No					\$103,772.00	\$0.00				\$103,772.00	\$103,772.00	0
1	1.2	NWEA MAPs Intervention Programs	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$10,000.00	\$10,000.00				\$10,000.00	0
1	1.3	Math Reveal McGraw Hill- 7th and 8th grade	English Learners Foster Youth	Yes	LEA-wide	English Learners Foster Youth			\$0.00	\$2,700.00	\$2,700.00				\$2,700.00	0
1	1.4	PE Teacher	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$91,979.00	\$0.00	\$91,979.00				\$91,979.00	0
1	1.5	6th 7th 8th- TCI Science and Social Studies	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$10,508.00	\$10,508.00				\$10,508.00	0
1	1.6	Recipe for Reading and Alphabet Series	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$15,000.00	\$15,000.00				\$15,000.00	0
1	1.7	Substitute Teachers	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$86,776.00	\$0.00	\$86,776.00				\$86,776.00	0
1	1.8	Instructional Assistants	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$86,776.00	\$0.00	\$86,776.00				\$86,776.00	0
1	1.9	Wordly Wise	English Learners Foster Youth	Yes	LEA-wide	English Learners Foster Youth			\$0.00	\$5,000.00	\$5,000.00				\$5,000.00	0

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
			Low Income			Low Income										
1	1.10	Cursive Handwriting Without Tears	English Learners Foster Youth	Yes	LEA-wide	English Learners Foster Youth			\$0.00	\$3,000.00	\$3,000.00				\$3,000.00	0
1	1.11	Wilson	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$2,838.00	\$2,838.00				\$2,838.00	0
2	2.1	1 FTE Assistant Principal	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$133,711.00	\$0.00	\$133,711.00				\$133,711.00	0
2	2.2	1FTE Community Liaison	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$64,553.00	\$0.00	\$64,553.00				\$64,553.00	0
2	2.3	1FTE Agriculture and Nutrition Teacher	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$80,384.00	\$0.00	\$80,384.00				\$80,384.00	0
2	2.4	1 FTE School Principal	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$174,562.00	\$0.00	\$174,562.00				\$174,562.00	0
2	2.5	Campus Safety Alliance-Campus Safety Review	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$9,830.00	\$9,830.00				\$9,830.00	0
2	2.6	Go Zen, Brain Pop, Brain Pop Jr.	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$0.00	\$1,000.00	\$1,000.00				\$1,000.00	0
3	3.1	1 FTE Bilingual Community Liaison	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$95,685.00	\$0.00	\$95,685.00				\$95,685.00	0
3	3.2	1FTE School Counselor	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$73,534.00	\$0.00	\$73,534.00				\$73,534.00	0
3	3.3	1 FTE Office Coordinator	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth			\$46,324.00	\$0.00	\$46,324.00				\$46,324.00	0

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
						Low Income										
3	3.4	1FTE Director of Community Engagement	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$60,360.00	\$0.00	\$60,360.00				\$60,360.00	0

2026-27 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
			0.000%		\$1,054,520.00	0.000%	0.000 %	Total:	\$1,054,520.00
								LEA-wide Total:	\$1,054,520.00
								Limited Total:	\$0.00
								Schoolwide Total:	\$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.2	NWEA MAPs Intervention Programs	Yes	LEA-wide	English Learners Foster Youth Low Income		\$10,000.00	0
1	1.3	Math Reveal McGraw Hill-7th and 8th grade	Yes	LEA-wide	English Learners Foster Youth		\$2,700.00	0
1	1.4	PE Teacher	Yes	LEA-wide	English Learners Foster Youth Low Income		\$91,979.00	0
1	1.5	6th 7th 8th- TCI Science and Social Studies	Yes	LEA-wide	English Learners Foster Youth Low Income		\$10,508.00	0
1	1.6	Recipe for Reading and Alphabet Series	Yes	LEA-wide	English Learners Foster Youth Low Income		\$15,000.00	0
1	1.7	Substitute Teachers	Yes	LEA-wide	English Learners Foster Youth Low Income		\$86,776.00	0
1	1.8	Instructional Assistants	Yes	LEA-wide	English Learners Foster Youth Low Income		\$86,776.00	0

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.9	Wordly Wise	Yes	LEA-wide	English Learners Foster Youth Low Income		\$5,000.00	0
1	1.10	Cursive Handwriting Without Tears	Yes	LEA-wide	English Learners Foster Youth		\$3,000.00	0
1	1.11	Wilson	Yes	LEA-wide	English Learners Foster Youth Low Income		\$2,838.00	0
2	2.1	1 FTE Assistant Principal	Yes	LEA-wide	English Learners Foster Youth Low Income		\$133,711.00	0
2	2.2	1FTE Community Liaison	Yes	LEA-wide	English Learners Foster Youth Low Income		\$64,553.00	0
2	2.3	1FTE Agriculture and Nutrition Teacher	Yes	LEA-wide	English Learners Foster Youth Low Income		\$80,384.00	0
2	2.4	1 FTE School Principal	Yes	LEA-wide	English Learners Foster Youth Low Income		\$174,562.00	0
2	2.5	Campus Safety Alliance-Campus Safety Review	Yes	LEA-wide	English Learners Foster Youth Low Income		\$9,830.00	0
2	2.6	Go Zen, Brain Pop, Brain Pop Jr.	Yes	LEA-wide	English Learners Foster Youth Low Income		\$1,000.00	0
3	3.1	1 FTE Bilingual Community Liaison	Yes	LEA-wide	English Learners Foster Youth Low Income		\$95,685.00	0
3	3.2	1FTE School Counselor	Yes	LEA-wide	English Learners Foster Youth Low Income		\$73,534.00	0
3	3.3	1 FTE Office Coordinator	Yes	LEA-wide	English Learners Foster Youth Low Income		\$46,324.00	0
3	3.4	1FTE Director of Community Engagement	Yes	LEA-wide	English Learners Foster Youth Low Income		\$60,360.00	0

2025-26 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$1,158,292.00	\$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	1FTE Reading Specialist	No	\$103,772.00	
1	1.2	NWEA MAPs Intervention Programs	Yes	\$10,000.00	
1	1.3	Math Reveal McGraw Hill- 7th and 8th grade	Yes	\$2,700.00	
1	1.4	PE Teacher	Yes	\$91,979.00	
1	1.5	6th 7th 8th- TCI Science and Social Studies	Yes	\$10,508.00	
1	1.6	Recipe for Reading and Alphabet Series	Yes	\$15,000.00	
1	1.7	Substitute Teachers	Yes	\$86,776.00	
1	1.8	Instructional Assistants	Yes	\$86,776.00	
1	1.9	Wordly Wise	Yes	\$5,000.00	
1	1.10	Cursive Handwriting Without Tears	Yes	\$3,000.00	
1	1.11	Wilson	Yes	\$2,838.00	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.1	1 FTE Assistant Principal	Yes	\$133,711.00	
2	2.2	1FTE Community Liaison	Yes	\$64,553.00	
2	2.3	1FTE Agriculture and Nutrition Teacher	Yes	\$80,384.00	
2	2.4	1 FTE School Principal	Yes	\$174,562.00	
2	2.5	Campus Safety Alliance- Campus Safety Review	Yes	\$9,830.00	
2	2.6	Go Zen, Brain Pop, Brain Pop Jr.	Yes	\$1,000.00	
3	3.1	1 FTE Bilingual Community Liaison	Yes	\$95,685.00	
3	3.2	1FTE School Counselor	Yes	\$73,534.00	
3	3.3	1 FTE Office Coordinator	Yes	\$46,324.00	
3	3.4	1FTE Director of Community Engagement	Yes	\$60,360.00	

2025-26 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
	\$1,054,520.00	\$0.00	\$0.00	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.2	NWEA MAPs Intervention Programs	Yes	\$10,000.00		0	
1	1.3	Math Reveal McGraw Hill- 7th and 8th grade	Yes	\$2,700.00		0	
1	1.4	PE Teacher	Yes	\$91,979.00		0	
1	1.5	6th 7th 8th- TCI Science and Social Studies	Yes	\$10,508.00		0	
1	1.6	Recipe for Reading and Alphabet Series	Yes	\$15,000.00		0	
1	1.7	Substitute Teachers	Yes	\$86,776.00		0	
1	1.8	Instructional Assistants	Yes	\$86,776.00		0	
1	1.9	Wordly Wise	Yes	\$5,000.00		0	
1	1.10	Cursive Handwriting Without Tears	Yes	\$3,000.00		0	
1	1.11	Wilson	Yes	\$2,838.00		0	
2	2.1	1 FTE Assistant Principal	Yes	\$133,711.00		0	
2	2.2	1FTE Community Liaison	Yes	\$64,553.00		0	
2	2.3	1FTE Agriculture and Nutrition Teacher	Yes	\$80,384.00		0	

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
2	2.4	1 FTE School Principal	Yes	\$174,562.00		0	
2	2.5	Campus Safety Alliance-Campus Safety Review	Yes	\$9,830.00		0	
2	2.6	Go Zen, Brain Pop, Brain Pop Jr.	Yes	\$1,000.00		0	
3	3.1	1 FTE Bilingual Community Liaison	Yes	\$95,685.00		0	
3	3.2	1FTE School Counselor	Yes	\$73,534.00		0	
3	3.3	1 FTE Office Coordinator	Yes	\$46,324.00		0	
3	3.4	1FTE Director of Community Engagement	Yes	\$60,360.00		0	

2025-26 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
			0.000%	\$0.00	0.000%	0.000%	\$0.00	0.000%

Local Control and Accountability Plan Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California Education Code [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (EC sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in EC sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 and Senate Bill 153, Chapter 38, Statutes of 2024.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- LEAs may also provide information about their strategic plan, vision, etc.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

EC Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2026-27, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of EC Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
 - If the LEA has unexpended LREBG funds the LEA must provide the following:
 - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
 - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
 - An explanation of how the action is aligned with the allowable uses of funds identified in [EC Section 32526\(c\)\(2\)](#); and
 - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by [EC Section 32526\(d\)](#).
 - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the [LREBG Program Information](#) web page.
 - Actions may be grouped together for purposes of these explanations.
 - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
 - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by EC Section 32627(d), to provide the information identified above or to include actions funded with LREBG funds within the 2026-27, 2026-27 and 2027-28 LCAPs.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with EC sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

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

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

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

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

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

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (EC Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

Requirements

School districts and COEs: [EC Section 52060\(g\)](#) and [EC Section 52066\(g\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,

- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: [EC Section 47606.5\(d\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062](#);
 - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see [Education Code Section 52068](#); and
- For charter schools, see [Education Code Section 47606.5](#).

- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
 - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
 - Inclusion of metrics other than the statutorily required metrics
 - Determination of the target outcome on one or more metrics
 - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
 - Inclusion of action(s) or a group of actions
 - Elimination of action(s) or group of actions
 - Changes to the level of proposed expenditures for one or more actions
 - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
 - Analysis of effectiveness of the specific actions to achieve the goal
 - Analysis of material differences in expenditures
 - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
 - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that

is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
 - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
- (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
 - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
 - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
 - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: [EC Section 42238.024\(b\)\(1\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:
 - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
 - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.
- **Required metrics for actions supported by LREBG funds:** To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.
 - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

Metric #
• Enter the metric number.
Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
 - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
 - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
 - Indicate the school year to which the baseline data applies.
 - The baseline data must remain unchanged throughout the three-year LCAP.
 - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
 - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
 - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 . Leave blank until then.	Enter information in this box when completing the LCAP for 2026–27 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27 . Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
 - Include a discussion of relevant challenges and successes experienced with the implementation process.
 - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

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

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

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

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:

- The reasons for the ineffectiveness, and
- How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
 - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
 - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
 - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

For English Learners and Long-Term English Learners

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
 - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
 - Professional development for teachers.
 - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

For Technical Assistance

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

For Lowest Performing Dashboard Indicators

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
 - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
 - These required actions will be effective for the three-year LCAP cycle.

For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
 - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to [EC Section 32526\(d\)](#). For information related to the required needs assessment please see the Program Information tab on the [LREBG](#)

[Program Information](#) web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the [California Statewide System of Support LREBG Resources](#) web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32627(d).

- School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
- As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in [EC Section 32526\(c\)\(2\)](#).
- LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:
 - Identify the action as an LREBG action;
 - Include an explanation of how research supports the selected action;
 - Identify the metric(s) being used to monitor the impact of the action; and
 - Identify the amount of LREBG funds being used to support the action.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC*

Section 52064[b][8][B]; 5 CCR Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA’s needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
 - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program,

the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See EC sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
 - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to EC Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**

- This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
 - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
 - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

- If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

- This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2024

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM F2

TO: Board of Directors - Regular Board Meeting

FROM: Superintendent

DATE: April 14, 2026

SUBJECT: Revision of Certificated Salary Schedule Experience Cap

ISSUE: The current certificated salary schedule limits incoming employee experience credit to a maximum of five (5) years for employees hired after July 1, 2020. This cap may impact Bella Mente's ability to attract and retain highly qualified educators in a competitive labor market.

BACKGROUND: When Bella Mente Montessori Academy first opened, certificated employees were eligible to receive up to ten (10) years of prior experience credit on the salary schedule. In July 2020, the Board approved a revision reducing this cap to five (5) years of experience for newly hired certificated staff.

Since that time, surrounding districts and comparable schools have continued to offer higher experience credit caps, typically up to ten (10) years. This discrepancy has created challenges in recruiting and retaining experienced, high-quality educators, as compensation may not be competitive with neighboring districts.

In alignment with Bella Mente's strategic priority to attract and retain excellent staff, it is recommended that the school return to the original ten (10) year experience cap.

Additionally, for certificated employees hired after July 1, 2020, an adjustment is proposed to align their placement on the salary schedule to reflect up to an additional five (5) years of credited experience, not to exceed the new ten-year cap.

Clarification on Step Placement:

Employees are placed on the salary schedule based on *completed years of verified experience*. Therefore:

- An employee with 5 years of experience is placed on Step 5
- Step placement reflects the number of full years completed (not the next step)

FISCAL IMPACT/ FUNDING SOURCE: The fiscal impact will include increased salary expenditures due to:

1. Adjustments for current certificated employees hired after July 1, 2020- 5 current employees
2. Higher initial placement for newly hired certificated staff

The estimated impact will be absorbed within the general fund and incorporated into ongoing budget projections. This adjustment is expected to improve staff retention and reduce costs associated with recruitment and turnover.

RECOMMENDATION: It is recommended that the Board of Directors approve the following:

1. Reinstate the maximum experience credit for certificated employees to ten (10) years

2. Adjust the salary schedule placement of certificated employees hired after July 1, 2020, to reflect up to five (5) additional years of verified experience credit, not to exceed the ten-year cap
3. Maintain the current step placement structure, where step placement corresponds directly to verified years of experience
4. Implement this change effective July 1, 2026, with updated salary schedule placement beginning at that time
5. Clarify that no retroactive pay adjustments will be made for prior years of service

Respectfully Submitted,

Erin Feeley
Superintendent

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM F3

TO: Board of Directors - Regular Board Meeting

FROM: Superintendent

DATE: April 14, 2026

SUBJECT: Approval of Revisions to Board Policy 4250-Employer 403(b) Contribution

ISSUE: Bella Mente Charter School's current employer 403(b) contribution structure (3%, 5%, and 7.75%) is no longer competitive with surrounding school districts that offer CalSTRS/CalPERS pension benefits or with private sector employers offering higher defined contribution rates. This lack of competitiveness impacts the school's ability to recruit and retain high-quality and experienced staff.

BACKGROUND: Bella Mente Charter School currently provides retirement benefits through an employer-sponsored 403(b) defined contribution plan, as the school does not participate in CalSTRS or CalPERS. Under the current policy, employer contributions are set at 3% (0-3 years of service), 5% (3.1-6 years of service), and 7.75% (6.1+ years of service).

In order to remain competitive in recruiting and retaining high-quality staff, it is necessary to evaluate and strengthen the current retirement benefit structure. Traditional public school districts offer defined benefit pension systems, while private sector employers often provide higher contribution rates in defined contribution plans.

Because experienced educators often prioritize long-term retirement security, retaining this group requires benefits that are competitive with CalSTRS. Enhancing the employer 403(b) contribution structure will improve Bella Mente's overall compensation package and position the school more competitively in the labor market.

Bella Mente Charter School does not participate in CalSTRS or CalPERS; therefore, even the school's most senior and experienced employees do not have access to traditional public pension systems that are commonly available in surrounding school districts.

For context:

- CalSTRS employer contribution rate is approximately 19.10% of salary
- CalPERS employer contribution rates for school employees typically range from approximately 22%–26% of salary, depending on classification and year

These pension systems provide a significant employer-funded retirement benefit and are a key driver in recruitment and retention across public school districts.

Additionally, improving retirement benefits is expected to decrease staff turnover and reduce the costs associated with recruiting, hiring, and training new employees, leading to greater organizational stability and continuity for students.

FISCAL IMPACT/ FUNDING SOURCE: Based on current staffing and salary data:

- The current annual employer 403(b) cost is approximately \$95,000 annually

- The projected annual cost under the proposed structure is approximately \$411,979.44
- This represents an estimated annual increase of \$316,979 if fully implemented for all eligible employees

While this represents an increase in personnel costs, the investment may be partially offset by:

- Reduced staff turnover
- Lower recruitment and onboarding costs
- Increased retention of experienced, high-performing staff

Funding will be sourced from the school's general fund and should be evaluated in alignment with multi-year budget planning to ensure long-term fiscal sustainability.

RECOMMENDATION: It is recommended that the Board of Directors approve the revision of Board Policy 4250 to implement an enhanced employer 403(b) contribution structure with updated tiered contribution levels based on years of service, effective July 1, 2026.

Bella Mente Charter School does not participate in CalSTRS or CalPERS; therefore, even the school's most senior and experienced employees do not have access to traditional public pension systems commonly available in surrounding school districts. This revised structure provides a competitive and sustainable alternative to support recruitment, retention, and long-term financial wellness.

Proposed Contribution Structure

Employer contributions will be based on completed years of service as follows:

- 7.5% (0–4 years of service)
- 11% (4.1–6 years of service)
- 15.25% (6.1–14 years of service)
- 17.25% (14.1+ years of service)

Employees with four (4) or more years of service as of July 1, 2026 will be grandfathered into the 15.25% contribution tier.

Annual Adjustment Schedule (Payroll Alignment)

To ensure consistency and ease of payroll administration:

- All contribution percentage adjustments based on years of service will occur annually on July 1.
- Employees will be placed into the appropriate contribution tier based on their completed years of service as of July 1 each year.
- If an employee's years of service increases during the school year and would qualify them for a higher contribution tier, the increase will not take effect immediately.
- Instead, the employee will move to the higher contribution tier on the following July 1.

This approach ensures consistency, equitable application across staff, and alignment with the school's fiscal year and payroll systems.

Respectfully Submitted,

Erin Feeley
Superintendent