



# Bella Mente Montessori Academy

## **Board of Directors**

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

## **Bella Mente Charter School Board Meeting Agenda June 14, 2022**

Type of Meeting: Regular Webinar Board Meeting

Location: <https://attendee.gotowebinar.com/register/3508882876401642766>  
And School Library

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

United States: 1 (213) 929-4212

**Access Code: 986-596-545**

**Closed Session: at 6:30 PM**

**Open Session: when the closed session adjourns**

**IMPORTANT NOTICE:** The Board of Directors Meeting will be conducted entirely online, via virtual/video conferencing. Members of the public can view the meeting via livestream and can participate in the meeting electronically via GotoWebinar, by following the instructions for submitting a request to make public comments listed on the agenda below. This meeting will be held virtually and live-streamed (no in-person). Members of the public who would like to address the Board must email [board@bellamentecharter.org](mailto:board@bellamentecharter.org) the day of the meeting requesting a hold card beginning at 6:00pm up until the meeting is called to order.

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

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

**6:30 PM**

Call to order, roll call and establishment of quorum

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

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

## II. OPEN SESSION/REGULAR MEETING

Call to order, roll call and establishment of quorum

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

## III. ACTION ITEMS CONSIDERED IN CLOSED SESSION

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

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

**PUBLIC COMMENTS/COMMUNITY MEMBERS:** Any member of the audience who wishes to speak to an agenda item (or at the appropriate time, speak to an item not on the agenda) must email [board@bellamentecharter.org](mailto:board@bellamentecharter.org) the day of the meeting requesting a hold card. Beginning at 6:00pm up until the meeting is called to order. Per Education Code 35145.5 and Government Code 54954.3, members of the public have the opportunity to provide public comment on any agenda item, as well as any non-agenda item that is within the subject matter jurisdiction of the Board. Per Board Bylaw 9323, individual speakers will be allowed three (3) minutes to address the Board on each agenda or non agenda item, and the Board will limit the total time for public input on each item to twenty (20) minutes.

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

Bella Mente Montessori Academy welcomes your participation at the District's School Board meetings. Your participation assures us of continuing community interest in our school.



Items not on the agenda/Items for future discussion

**V. APPROVAL OF AGENDA**

Recommended motion: Approve the agenda for the June 14, 2022 Board of Directors Meeting.

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

**VI. DISCUSSION ITEMS**

1. **Executive Director Announcements** - Erin Feeley will provide a special thank you to retiring board member Janet Figueroa and introduce incoming Director of Compliance and Academic Accountability, Pat Broughton.
2. **Charter Vision Board Report** - Janina from CSMC will report on cash flow and review CharterVision dashboard monthly report.
3. **Principal Report**- End of the year closing

**VII. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

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

1. Minutes from the May 10, 2022 Board of Directors Meeting
2. Recommended action on the personnel activity list
3. Check Registers May 2022
4. Top Notch Invoice school meal invoices for April -\$14,429.45 and May- \$15,453.53
5. Soliant Master Contract for 2022-2023
6. K12 Health Agreement for 2022-2023 school year - \$15,660.00
7. Lunch Assist Agreement for 22-23
8. ~~Stepping Stones Group (StaffRehab LLC) agreement for the 2022-2023 school year~~
9. Leader in Me Agreement in the Amount of \$17,587.42
10. Cross Country Education Staffing Agreement- 2022.23
11. Top Notch Catering Contract for 2022.23 Student Meal Service
12. ~~HopSkipDrive Transportation Coordination License and Services Agreement-2022.23~~
13. 22-23 Independent Contractor Agreement- Turvey C, up to \$87,296
14. Synology Camera Server and Hard Drive Upgrade not to exceed \$7,500
15. Nutrition Lab student cooking stations not to exceed \$11,000
16. Nutrition Lab commercial dishwasher not to exceed \$4,000
17. Student Prep Kitchen refrigerator grant upgrade not to exceed \$13,000.00
18. Student Prep Kitchen warming oven grant upgrade not to exceed \$12,000.00
19. NWEA MAPs Assessment in the amount of \$14,400.00
20. STOPit Agreement- 22-23 \$500.00
21. Titan EMS Linq Inc Invoice - \$690.10
22. PowerSchool SIS- \$5,494.73
23. PowerSchool Enrollment- \$5684.13
24. PowerSchool ECollect- \$1385.07
25. Second Step Site License- Social Emotional Supports- \$2,329.00
26. Facilities Janitorial Services Request for Proposals
27. ~~School Device Coverage MOU~~
28. RCI Wholesale- 2 copy machines and removal of old devices- \$5,612.50
29. Securly - Classroom Renewal Quote - \$4138.75
30. Securly - Filter Renewal/Licenses Quote - \$11,962.00

31. Raptor Technologies - Renewal Notice - \$750.00
32. Wonders/StudySync 22-23 - \$18,042.45
33. Earthquake Insurance Quote - Palomar - \$6441.00

*Executive Director's Recommendation: Approve Consent Calendar*

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

## VIII. DISCUSSION/ACTION ITEMS

### 1. Discussion and approval of the annual resolution for the Education Protection Account

*Executive Director's Recommendation: Approve*

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

### 2. Final Read and approval of the 2021-24 Local Control and Accountability Plan

*Executive Director's Recommendation: Approve*

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

### 3. Discussion and approval of the 2022-2023 Consolidated Application (ConApp) used by the California Department of Education to distribute categorical funds

*Executive Director's Recommendation: Approve*

<b>Moved By</b>		<b>Seconded By</b>	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote
				Caroline Veale

				Janet Figueroa
				Dan Niebaum

**4. Discussion and approval of the 2022-2023 insurance proposal from CharterSafe, JPA for Liability, Property, Workers' Compensation & Employers Liability**

*Executive Director's Recommendation: Approve*

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

**5. Temporary adoption of Aleks Math for grades 7-8**

*Executive Director's Recommendation: Approve*

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

**6. Temporary adoption of Studies Weekly for Social Studies (grades 1-6) and Science (grades 1-5)**

*Executive Director's Recommendation: Approve*

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

**7. Temporary adoption of Reveal Math McGraw Hill for grades tk-6**

*Executive Director's Recommendation: Approve*

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

**8. Temporary adoption of Rosetta Stone for English Language Learners in grades tk-8 and as a foreign language elective for grades 7-8**

*Executive Director's Recommendation: Approve*

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

**9. Discussion and approval of the 2022-23 Preliminary Budget as presented by Charter School Management Corporation**

*Executive Director's Recommendation: Approve*

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

**10. Discussion and approval of the Universal Pre Kindergarten Plan beginning with the 22-23 school year**

*Executive Director's Recommendation: Approve*

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

**11. Adoption of Comprehensive Health Skills for 7th and 8th grades, published by GoodHeart-Wilcox, 3rd Edition to comply with the California Healthy Youth Act**

*Executive Director's Recommendation: Approve*

<b>Moved By</b>		<b>Seconded By</b>	
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AYE	NAY	ABSTAIN	ABSENT	Board Member
				Scott Moote

				Caroline Veale
				Janet Figueroa
				Dan Niebaum

## 12. Approval of Expanded Learning Opportunities Program Plan Guide for the 22-23 school year

*Executive Director's Recommendation: Approve*

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

## 13. Adoption of Classified Hourly Salary Schedule to Update Minimum Wage effective January 1, 2023

*Executive Director's Recommendation: Approve*

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

## IX. ADJOURNMENT

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

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

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

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

4. With regard to items that are on the agenda, you may speak for up to (3) minutes when the Board discusses that item. Exceptions to this time may be made at the discretion of the Board Chair.
5. Community members may request in writing that a topic related to school business be considered for placement on a future agenda. Requests should be addressed to the Board Chair and emailed to [board@bellamentecharter.org](mailto:board@bellamentecharter.org). If such an item is placed on the agenda and publicly noticed, the Board can respond, interact, and act upon the item.
6. Any person with a disability who requires a modification or accommodation, including auxiliary aids or services, to participate in a public meeting of the Bella Mente Charter School Board of Directors may request such modification or accommodation by calling 760-621-8931. Please make any requests at least 12 hours prior to the meeting.

				Caroline Veale
				Janet Figueroa
				Dan Niebaum

## 12. Approval of Expanded Learning Opportunities Program Plan Guide for the 22-23 school year

*Executive Director's Recommendation: Approve*

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

## 13. Adoption of Classified Hourly Salary Schedule to Update Minimum Wage effective January 1, 2023

*Executive Director's Recommendation: Approve*

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

## IX. ADJOURNMENT

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

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# Bella Mente Montessori Academy

## Board of Directors

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

## Bella Mente Charter School Board Meeting Agenda May 10, 2022

Type of Meeting: Regular Webinar Board Meeting

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

Location: Bella Mente Library

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

United States: 1 (415) 655-0052

**Access Code: 588-087-487**

**Closed Session: at 6:30 PM**

**Open Session: when the closed session adjourns**

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

**6:30 PM**

Call to order, roll call and establishment of quorum

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

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

**II. OPEN SESSION/REGULAR MEETING** *meeting open 6:47 pm*  
 Call to order, roll call and establishment of quorum

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

**III. ACTION ITEMS CONSIDERED IN CLOSED SESSION** *Approved Erin Feely's employment agreement - 6:44 pm*

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

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

**PUBLIC COMMENTS/COMMUNITY MEMBERS:** Any member of the audience who wishes to speak to an agenda item (or at the appropriate time, speak to an item not on the agenda) must email [board@bellamentecharter.org](mailto:board@bellamentecharter.org) the day of the meeting requesting a hold card. Beginning at 6:00pm up until the meeting is called to order. Per Education Code 35145.5 and Government Code 54954.3, members of the public have the opportunity to provide public comment on any agenda item, as well as any non-agenda item that is within the subject matter jurisdiction of the Board. Per Board Bylaw 9323, individual speakers will be allowed three (3) minutes to address the Board on each agenda or non agenda item, and the Board will limit the total time for public input on each item to twenty (20) minutes.

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Bella Mente Montessori Academy welcomes your participation at the District's School Board meetings. Your participation assures us of continuing community interest in our school.

Items not on the agenda/Items for future discussion

**V. APPROVAL OF AGENDA**

Recommended motion: Approve the agenda for the May 10, 2022 Board of Directors Meeting.

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

**VI. DISCUSSION ITEMS**

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

**VII. CONSENT CALENDAR/ROUTINE ITEMS OF BUSINESS**

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

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

*Executive Director's Recommendation: Approve Consent Calendar*

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

## VIII. DISCUSSION/ACTION ITEMS

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

*Executive Director's Recommendation: Approve*

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

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

*Executive Director's Recommendation: N/A*

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

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

*Executive Director's Recommendation: Approve*

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

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

*Executive Director's Recommendation: No Action*

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

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

*Executive Director's Recommendation: Approve*

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

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

*Executive Director's Recommendation: Approve*

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

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

*Executive Director's Recommendation: Approve*

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

**IX. ADJOURNMENT 7:48 pm**

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

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

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

1. The agenda is available to all community members
2. Community members who wish to speak on any agenda items or under the general category of "Public Comment" will be given an opportunity to do so.
3. "Public Comment" is set aside for members of the community to raise issues that are not specifically on the agenda. However, due to public meeting laws (Brown Act), the Board can only listen to your issue, not respond or take action. These presentations are limited to three (3) minutes and total time allotted to non-agenda items will not exceed twenty (20) minutes. Exceptions to these time limits may be made at the discretion of the Board Chair. The board may give direction to staff to respond to your concerns or you may be offered the option of returning with a citizen requested agenda item.
4. With regard to items that are on the agenda, you may speak for up to (3) minutes when the Board discusses that item. Exceptions to this time may be made at the discretion of the Board Chair.
5. Community members may request in writing that a topic related to school business be considered for placement on a future agenda. Requests should be addressed to the Board Chair and emailed to [board@bellamentecharter.org](mailto:board@bellamentecharter.org). If such an item is placed on the agenda and publicly noticed, the Board can respond, interact, and act upon the item.
6. Any person with a disability who requires a modification or accommodation, including auxiliary aids or services, to participate in a public meeting of the Bella Mente Charter School Board of Directors may request such modification or accommodation by calling 760-621-8931. Please make any requests at least 12 hours prior to the meeting.

## Employment Changes as of June 14, 2022

**New Hires Full Time:** None

**New Hires Part Time:** None

**Release:** MS Math Teacher  
Custodian

### Open Positions for 21-22:

#### **Classified Positions:**

Part Time: None  
Full Time: Director of Business Services

#### **Certificated Positions:**

Part Time: None  
Full Time: None

### Open Positions for 22-23:

#### **Classified Positions:**

Part Time: Child Nutrition Assistant I  
Child Nutrition Assistant II  
Noon Duty  
Data Entry Clerk  
Full Time: Director of Business Services

#### **Certificated Positions:**

Part Time: None  
Full Time: tk-8 Classroom Teacher Pool (3)  
School Psychologist

## Bella Mente

Check Register 5/1/2022 through 5/31/2022

Payment Number	Payment Date	Payee Name	Rec Status	Check Amount	Account	Account Description	Transaction Description	Invoiced GL Amount
2664	5/5/2022	CARDMEMBER SERVICE	Cleared	\$1,631.42	62-0000-0000-2700-5998-020-000	Unallocated Credit Card Expense	April 2022 Chase Credit Card	<b>\$1,631.42</b>
2667	5/10/2022	Steven Baratte	Cleared	\$420.00	62-0000-0000-2700-5815-020-000	Advertising/Recruiting	Communication Services - April 2022	<b>\$420.00</b>
2673	5/10/2022	Gopher	Cleared	\$1,839.23	62-0000-1110-2100-4300-020-000	Materials and Supplies	Alley OOp-Orange 6', Basic Class Plus Pack	<b>\$1,839.23</b>
2677	5/10/2022	Pitney Bowes Global Financial Services LLC	Cleared	\$103.61	62-0000-0000-2700-5605-020-000	Equipment Rental/Lease Expense	ValueMax & SendPro Mailstation 6/1/22-8/31/22	<b>\$103.61</b>
2681	5/10/2022	Soliant	Cleared	\$1,280.00	62-0000-1110-1000-5810-020-000	Educational Consultants	04/24/22 School OT	<b>\$1,280.00</b>
2684	5/10/2022	Lux Bus America Co.	Cleared	\$3,215.50	62-0000-1110-1000-5830-020-000	Field Trips	Charter Bus for Pali Institute Field Trip	<b>\$3,215.50</b>
2680	5/10/2022	SmartSign	Cleared	\$230.00	62-0000-1110-1000-4410-020-000	Software and Software Licensing	Annual Subscription - Year 2022	<b>\$230.00</b>
2676	5/10/2022	Pali Institute	Cleared	\$7,000.00	62-0000-1110-1000-5830-020-000	Field Trips	Field Trip - 5/23 - 5/25/22 Deposit# 1	<b>\$7,000.00</b>
2671	5/10/2022	EDCO Waste & Recycling Service	Cleared	\$550.13	62-0000-0000-8100-5501-020-000	Utilities	April 2022 Commerical Service	<b>\$550.13</b>
2665	5/10/2022	Alison's Montessori	Cleared	\$2,090.97	62-0000-1110-1000-4315-020-000	Classroom Materials and Supplies	Constructive Triangles, Teen Beads & Boards, Continents Glob	<b>\$2,090.97</b>
2666	5/10/2022	AT&T	Cleared	\$1,667.92	62-0000-1110-2700-5900-020-000	Communications (Tele., Internet, Copies,Postage,Messenger)	Internet Services 03/19-04/18/22	<b>\$1,667.92</b>
2674	5/10/2022	Kaiser Foundation Health Plan Inc	Cleared	\$12,971.59	62-0000-1110-1000-3401-020-000	Health & Welfare Benefits Certificated	May 2022 Health Insurance	<b>\$12,971.59</b>
2678	5/10/2022	San Diego Gas & Electric	Cleared	\$2,956.02	62-0000-0000-8100-5501-020-000	Utilities	Electric Chges. 03/29-04/27/22	<b>\$2,956.02</b>
2682	5/10/2022	Top Notch Catering	Cleared	\$13,044.69	62-5310-1110-3700-4700-020-000	Food and Food Supplies	February 2022 - School Breakfast & Lunch	<b>\$13,044.69</b>
2683	5/10/2022	T-Mobile	Cleared	\$305.40	62-0000-1110-2700-5900-020-000	Communications (Tele., Internet, Copies,Postage,Messenger)	Telephone Chges. 03/18-04/17/22	<b>\$305.40</b>



## Bella Mente

Check Register 5/1/2022 through 5/31/2022

2679	5/10/2022	San Diego Gas & Electric	Cleared	\$1,002.39	62-0000-0000-8100-5501-020-000	Utilities	Gas & Electric Chges. 03/29-04/27/22	<b>\$1,002.39</b>
2675	5/10/2022	OS4CS	Cleared	\$10,000.00	62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Fiscal & HR Support	<b>\$10,000.00</b>
2672	5/10/2022	First Student Charter Bus Rental	Cleared	\$2,769.52	62-0000-1110-1000-5830-020-000	Field Trips	Large Coventional to Mission San Juan Capistrano	<b>\$694.06</b>
					62-0000-1110-1000-5830-020-000	Field Trips	Large Conventional to Sd Zoo Safari	<b>\$2,075.46</b>
2670	5/10/2022	Cross Country Education	Cleared	\$1,306.80	62-6500-5760-1190-5810-020-000	Educational Consultants	SPED Expert Consultation	<b>\$742.50</b>
					62-6500-5760-1190-5810-020-000	Educational Consultants	Program Admisitrator	<b>\$358.05</b>
					62-6500-5760-1190-5810-020-000	Educational Consultants	Program Administrator	<b>\$206.25</b>
2669	5/10/2022	CINTAS CORPORATION	Cleared	\$138.99	62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Active Scraper, Gray & Logo Mats	<b>\$45.51</b>
					62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Active Scraper, Gray & Logo Mats	<b>\$47.97</b>
					62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Active Scraper Gray & Logo Mats	<b>\$45.51</b>
2668	5/10/2022	Banyan Tree Educational Services	Cleared	\$720.00	62-6500-5760-1190-5810-020-000	Educational Consultants	NO LATE FEES-Reading Services - November 2021	<b>\$720.00</b>
2685	5/17/2022	Franchise Tax Board	Cleared	\$2,500.00	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Bella Mente Montessori Single Member LLC Fee	<b>\$2,500.00</b>
2698	5/26/2022	Purchase Power	Outstanding	\$465.66	62-0000-0000-2700-5605-020-000	Equipment Rental/Lease Expense	Postage Meter	<b>\$465.66</b>
2692	5/26/2022	Department of Justice	Outstanding	\$49.00	62-0000-0000-7400-5874-020-000	Personnel Services	April 2022 Fingerprinting	<b>\$49.00</b>
2693	5/26/2022	EMH Sports USA, Inc.	Outstanding	\$595.00	62-6500-5760-1190-5810-020-000	Educational Consultants	APE Services April 2022	<b>\$595.00</b>
2694	5/26/2022	Department of Industrial Relations	Outstanding	\$225.00	62-0000-0000-8100-5601-020-000	Building Maintenance	Conditions In Need Of Correction for the Elevator	<b>\$225.00</b>

## Bella Mente

Check Register 5/1/2022 through 5/31/2022

2690	5/26/2022	CPR1	Outstanding	\$225.00	62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Annual AED Total Solution W/Pediatric	<b>\$225.00</b>
2688	5/26/2022	CINTAS CORPORATION	Outstanding	\$47.89	62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Active Scraper, Gray Mat, Logo Mat	<b>\$47.89</b>
2689	5/26/2022	California Association of School Business Officials	Outstanding	\$1,750.00	62-0000-1110-2100-5300-020-000	Dues and Memberships	Organizational Subscription	<b>\$1,750.00</b>
2686	5/26/2022	AT&T	Outstanding	\$211.53	62-0000-1110-2700-5900-020-000	Communications (Tele., Internet, Copies, Postage, Messenger)	Phone Chges. 3/30-04/19/22	<b>\$211.53</b>
2687	5/26/2022	Boonli, LLC	Outstanding	\$130.00	62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Standard Month, Reporting Update	<b>\$130.00</b>
2695	5/26/2022	Kaiser Foundation Health Plan Inc	Outstanding	\$11,774.65	62-0000-1110-1000-3401-020-000	Health & Welfare Benefits Certificated	June 2022 Health Insurance	<b>\$11,774.65</b>
2691	5/26/2022	Cross Country Education	Outstanding	\$136.95	62-6500-5760-1190-5810-020-000	Educational Consultants	Program Administrator	<b>\$136.95</b>
2701	5/26/2022	Norma Sandoval	Outstanding	\$3,000.00	62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	For Consulting Services 03/09 - 04/26/22	<b>\$3,000.00</b>
2703	5/26/2022	UnitedHealthcare of CA	Outstanding	\$5,454.19	62-0000-1110-1000-3401-020-000	Health & Welfare Benefits Certificated	June 2022 Premium	<b>\$5,454.19</b>
2704	5/26/2022	VendorMax, Inc.	Outstanding	\$192.00	62-0000-0000-2700-5815-020-000	Advertising/Recruiting	Lead Fees - April 2022	<b>\$192.00</b>
2702	5/26/2022	Top Notch Catering	Outstanding	\$15,059.61	62-5310-1110-3700-4700-020-000	Food and Food Supplies	March 2022 - School Brakfast & Lunch	<b>\$15,059.61</b>
2699	5/26/2022	Specialized Therapy Services, Inc.	Outstanding	\$2,960.00	62-6500-5760-1190-5810-020-000	Educational Consultants	04/30/22 Psych, Psych Assessment	<b>\$2,960.00</b>
2700	5/26/2022	Soliant	Outstanding	\$1,280.00	62-6500-5760-1190-5810-020-000	Educational Consultants	05/15/22 School OT	<b>\$1,280.00</b>
2697	5/26/2022	Ontario Refrigeration	Outstanding	\$517.68	62-0000-0000-8100-5601-020-000	Building Maintenance	Vehicle Charge - Capacitor 12166 & Labor	<b>\$517.68</b>
2696	5/26/2022	National Benefit Services, LLC	Outstanding	\$17,421.21	62-0000-0000-0000-9660-020-000	Voluntary Deductions	May 2022 Contributions - For Bella Mente	<b>\$17,421.21</b>

## Bella Mente

Check Register 5/1/2022 through 5/31/2022

2710	5/31/2022	Home Depot Credit Services	Outstanding	\$29.61	62-0058-1110-1000-4315-020-000	Classroom Materials and Supplies	Purchases & Returns Difference	\$29.61
2711	5/31/2022	K12 Health	Outstanding	\$1,305.00	62-0000-0000-2700-5800-020-000	Professional/Consulting Services and Operating Expenditures	Health Services - 05/26/22	\$1,305.00
2707	5/31/2022	AT&T	Outstanding	\$211.75	62-0000-1110-2700-5900-020-000	Communications (Tele., Internet, Copies,Postage,Messenger)	Phone Chges. 04/20-05/19/22	\$211.75
2708	5/31/2022	CINTAS CORPORATION	Outstanding	\$47.89	62-0000-0000-8100-4381-020-000	Materials for Plant Maintenance	Active Scaper. Mats	\$47.89
2706	5/31/2022	Always Handy Construction Inc./Backflow	Outstanding	\$400.00	62-0000-0000-8100-5601-020-000	Building Maintenance	Backflow Test - 05/12/22	\$400.00
2705	5/31/2022	AT&T	Outstanding	\$1,667.92	62-0000-1110-2700-5900-020-000	Communications (Tele., Internet, Copies,Postage,Messenger)	Internet Chges. Chges. 04/19-05/18/22	\$1,667.92
2709	5/31/2022	Cross Country Education	Outstanding	\$57.50	62-6500-5760-1190-5810-020-000	Educational Consultants	Case Manager	\$57.50
2715	5/31/2022	Soliant	Outstanding	\$1,280.00	62-6500-5760-1190-5810-020-000	Educational Consultants	05/22/22 School OT	\$1,280.00
2716	5/31/2022	T-Mobile	Outstanding	\$305.40	62-0000-1110-2700-5900-020-000	Communications (Tele., Internet, Copies,Postage,Messenger)	Telephone Chges. 0/18-05/17/22	\$305.40
2717	5/31/2022	Wilkinson Hadley King & Co. LLP	Outstanding	\$3,625.00	62-0000-0000-7191-5806-020-000	Audit Services	Progress Bill for 2021-22 Audit	\$2,625.00
					62-0000-0000-7191-5806-020-000	Audit Services	Preparation of 2020Tax Return (Fiscal Year End June 30, 2021)	\$1,000.00
2714	5/31/2022	SDTTC	Outstanding	\$1,047.23	62-0000-0000-8100-5500-020-000	Operation and Housekeeping Services	Parcel: 166-100-42-00 Tax Bill Due by June 30.2022	\$1,047.23
2713	5/31/2022	Ontario Refrigeration	Outstanding	\$3,761.00	62-0000-0000-8100-5601-020-000	Building Maintenance	Vehicle Charge - AH3 Fan Not Working & Labor	\$445.00
					62-0000-0000-8100-5601-020-000	Building Maintenance	Maintenance Agreement 5/1/22 - 8/31/22	\$3,316.00
2712	5/31/2022	Mutual of Omaha	Outstanding	\$3,524.05	62-0000-1110-1000-3401-020-000	Health & Welfare Benefits Certificated	June 2022 Premium	\$3,524.05
Total Check Amount				\$146,501.90	Total GL Amount			\$146,501.90



**BELLA MENTE MONTESSORI  
APRIL 2022 INVOICE**

Date: May 4, 2022

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

To: Gladys Espino

Cost per breakfast:\$1.85

Cost per lunch: \$3.21

	PRICE	TOTAL MEALS	TOTAL AMOUNT DUE
<b>BELLA MENTE MONTESSORI SCHOOL</b>			
BELLA MENTE MONTESSORI SCHOOL-BREAKFAST	\$1.85	1987	\$3,675.95
BELLA MENTE MONTESSORI SCHOOL-LUNCH	\$3.21	3350	\$10,753.50
<b>Total</b>		<b>5337</b>	<b>\$14,429.45</b>

**Total Amount Due** **\$14,429.45**

Thank you,

**PLEASE MAIL PAYMENT TO:**

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

Please see attached spreadsheet for breakdown in numbers.



**BELLA MENTE MONTESSORI  
MAY 2022 INVOICE**

Date: June 4, 2022

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

To: Gladys Espino

Cost per breakfast:\$1.85

Cost per lunch: \$3.21

	PRICE	TOTAL MEALS	TOTAL AMOUNT DUE
<b>BELLA MENTE MONTESSORI SCHOOL</b>			
BELLA MENTE MONTESSORI SCHOOL-BREAKFAST	\$1.85	2197	\$4,064.45
BELLA MENTE MONTESSORI SCHOOL-LUNCH	\$3.21	3548	\$11,389.08
<b>Total</b>		5745	<b>\$15,453.53</b>

**Total Amount Due** **\$15,453.53**

Thank you,

**PLEASE MAIL PAYMENT TO:**

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

Please see attached spreadsheet for breakdown in numbers.



*Special Education School Contract Services*

*(Based on an 8 Hour Day)*

**Discipline All-Inclusive Rate**

• Occupational Therapist	\$86-90
• Speech Language Pathologist	\$85-90
• Physical Therapist	\$90-95
• Certified Occupational Therapist Assistant	\$70-75
• Speech Language Pathologist Assistant	\$72-77
• Physical Therapy Assistant	\$70-75

*Rate negotiable and based on area and candidate's experience and qualifications*

**Our Hourly Bill rate covers the following expenses:**

- Relocation assistance
- Weekly payroll expenses
- Licensure assistance
- Continuing education
- United Healthcare
- Dental and Vision Insurance
- Liability Insurance
- Life Insurance
- Short and Long Term Disability

**Soliant Also Covers the following prior to a therapist starting in the district:**

- Extensive referencing
- Drug screen
- Background check
- Fingerprinting
- Whatever medical requirements the district has (TB, MMR, Physical, etc)

**Permanent Rate:**

This is a onetime fee of 33% of the candidates 365 day salary including their benefits etc. This would be billed the first day the candidate works and they would be a direct employee of your school district.

**Jordyn Holloway**

Senior Account Executive

Soliant Health

Local: (770)-557-3235

[Jordyn.Holloway@soliant.com](mailto:Jordyn.Holloway@soliant.com)

**CLIENT SERVICES AGREEMENT**

**Soliant Health, LLC** (hereafter referred to as "Soliant"), and Bella Mente Montessori Academy  
 whose primary location is 1737 W Vista Way Vista CA 92083 (hereafter referred  
 to as "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing its employees  
 ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment  
 Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

**1. Scope of Services.**

Soliant, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Soliant will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Soliant will use its commercially reasonable efforts to find a replacement in a timely manner.

**2. Independent Contractor.**

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, that each Consultant shall be an employee of Soliant and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Soliant agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Soliant does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Soliant will notify Client in advance of the assignment in order to receive approval of this arrangement.

**3. Telepractice Services.**

Soliant, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D – VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

**4. Insurance.**

Soliant will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per occurrence and \$3,000,000 aggregate

**5. Competency and Licensing.**

Soliant will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Soliant will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Soliant will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Soliant will make available to Client all appropriate Consultant records that Soliant may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. Soliant will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

**6. On-Site Responsibility.**

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Soliant is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Soliant is not responsible for the Consultant's on-site performance given that Soliant does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Soliant's Consultant should be reported in writing and directly to Soliant immediately so that Soliant may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

## CLIENT SERVICES AGREEMENT



### 7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant for a period of one year after the latest date of introduction, referral, placement, or end of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$21,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant upon start date.

### 8. Equal Opportunity.

It is the policy of Soliant to provide equal opportunity to all Consultants for employment. Soliant and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

### 9. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of Soliant's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Soliant will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify Soliant of any errors, including billed hours or improper rates, within thirty (30) days of the date of invoice. Soliant shall resolve any error and provide corrected invoice mutually acceptable to both parties within a reasonable period. In the event client fails to dispute or report any errors within thirty (30) days, errors shall not be accepted as a disputed charge and invoices will be due and payable in full.

### 10. Payment Terms.

Client will be billed on a weekly basis for all services provided during the previous week. Client will pay Soliant based on the service charges specified in the Consultant Assignment Confirmation included as an addendum to this Agreement. All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify Soliant if pre-approval is required for any or all overtime hours prior to any such hours being worked. **Payment is due within fifteen (15) days of receipt of invoice.**

### 11. Default Charges.

Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Soliant reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

### 12. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

### 13. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Soliant in writing within three (3) business days of alleged failure. Failure to notify Soliant before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Soliant of time sheet and work performed discrepancies.

### 14. Incident and Error Tracking.

Client will report to Soliant any performance issues, incidents, errors and other events related to the care and services provided by Soliant employees. Soliant will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

### 15. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which Soliant's Consultant has been assigned. Client ensures compliance with all applicable OSHA or state Department of Labor obligations to include general training on the reporting of work-place injuries, incidents, and



## CLIENT SERVICES AGREEMENT



occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Soliant within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Soliant concurrently with Client for the purpose of reporting such event to Soliant's workers compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Soliant and Soliant's Consultant.

### 16. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered adverse to the overall operation of Client. Client may request that Soliant facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Soliant has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Soliant's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Soliant's Consultant s are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Soliant in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Soliant shall have five (5) business days to refill the position in the event of termination with cause. Should Soliant identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant s assignment.

### 17. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with thirty (30) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 30-day period of notice. In the event Client is unable to provide thirty (30) days' notice of termination, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Soliant as a result of such cancellation.

### 18. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

### 19. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

### 20. Unscheduled Facility Closure Policy.

Soliant will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Soliant. Soliant and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of \$200 per day for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

### 21. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Soliant for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the current acceptable IRS reimbursement rate.

## CLIENT SERVICES AGREEMENT



### 22. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its Soliant representative, Client should escalate the issue to the appropriate Soliant manager by calling 800-849-5502. Please ask for your account representative's manager.

### 23. Indemnification.

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

### 24. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, shall be the only exceptions permitted under this Agreement.

Confidential Information of Soliant shall include, but is not limited to, any and all unpublished information owned or controlled by Soliant and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Soliant and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

### 25. Family Education Rights and Privacy Act.

Soliant shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Soliant and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultant s assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

### 26. State Retirement System Notice.

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Soliant. Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify Soliant if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Soliant of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Soliant by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Soliant. The Client and Soliant expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension.

### 27. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

**CLIENT SERVICES AGREEMENT****28. Survival.**

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

**29. Governing Law.**

This Agreement shall be governed by the laws of the state of Delaware.

**30. Notices.**

All notices required to be given in writing will be sent to the names/addresses listed below.

***Soliant Health LLC***

Contract Department  
5550 Peachtree Parkway  
Suite 500  
Peachtree Corners, GA 30092  
[ContractDepartment@soliant.com](mailto:ContractDepartment@soliant.com)

***To Client***

Attention:  
Address:  
  
Email:

***With a copy to:***

General Counsel  
[ContractNotices@soliant.com](mailto:ContractNotices@soliant.com)

***With a copy to:***

Attention:  
Address:  
  
Email:

**31. Modification of Agreement.**

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

**32. Entire Agreement.**

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***

**CLIENT****SOLIANT HEALTH LLC**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

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

Title \_\_\_\_\_

Title \_\_\_\_\_



## CLIENT INFORMATION REQUEST

### CLIENT

School, District or Business Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Name to Receive Invoice: \_\_\_\_\_

Invoice Email: \_\_\_\_\_

Invoice Email CC, if applicable: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

In an effort to increase efficiency for our Clients, Soliant Health will email service invoices. Should you wish to opt out of this process, please check here ☐

Invoice Follow-up Contact: Name: \_\_\_\_\_

☐ same as above Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Payment Inquiry Contact: Name: \_\_\_\_\_

☐ same as above Email: \_\_\_\_\_

Phone: \_\_\_\_\_

### SOLIANT HEALTH, LLC

#### Correspondence Address

*Correspondence, Contracts, Contract Addendums, Notices, etc.*

**5550 Peachtree Parkway, Suite 500**  
**Peachtree Corners, GA 30092**  
 Fax Number: **877-831-8511**

#### Remittance Address

*Only payments should be sent to this address*

**PO Box 934411**  
**Atlanta, GA 31193-4411**

#### Account Representative

Name: Jordyn Holloway

Email: jordyn.holloway@soliant.com

Telephone: 770-557-3235

#### Billing Disputes, Purchase Orders, W-9 Requests

Email: billing@soliant.com

Fax: 877-831-8511



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### **FUNDAMENTAL HEALTH SERVICES AGREEMENT**

This Agreement is made as of 6/7/2022 between , Bella Mente Montessori Academy, (“Client”) with a principal place of business at 1737 W. Vista Way - Vista, California 92083, and M.J. Akerland, RN, A Professional Nursing Corporation DBA K12 Health, (“Contractor”) with a mailing address of: PO Box 537, Plymouth, CA 95669.

Date of Service: 7/1/2022

#### **1. Services to be Performed**

- ✓ K12 Health functioning and serving as Client’s Supervisor of Health (Health Services Director). EC49400, EC49422, EC49427
- ✓ Nurse consultation and advice provided by phone or email during established working hours. EC49400, EC49422, §3021.1
- ✓ State Mandated Vision/Hearing screenings for K, 2<sup>nd</sup>, 5<sup>th</sup>, 8<sup>th</sup> and 10<sup>th</sup> grade students (EC49452, EC49455) and students as referred by the special education department (see Exhibit B).
- ✓ Health Assessments and Care Plans (IEP & non-IEP) for students with initial and triennial IEPs, and students with seizures, diabetes, severe food allergies, asthma, and other specified needs. EC56320, EC56324, §3021.1, Section 504 of the Vocational Rehabilitation Act
- ✓ 504 and IEP meeting participation, via phone or video conference, and support as needed. EC56320, EC56324
- ✓ Special Education Vision/ Hearing Screenings (EC56320, EC56324) (Monthly site visits)
- ✓ Diabetes Care Management, Monitoring, Supervision and webinar based training. EC49423.5, §3051.12, Section 504 of the Vocational Rehabilitation Act (see Exhibit C).
- ✓ Epi-Pen stocking and training EC49414
- ✓ Web based training, upon request by client, covering the following topics: Health Office Guidelines (Bloodborne Pathogens, Child Abuse Neglect and Reporting, First Aid and Infectious Disease, Head Lice, Medication Administration, Specialized Physical Health Care Services and Students with Health Conditions (asthma, food/insect-sting allergy, seizures). EC49423.5, §3051.12
- ✓ Medication Administration and Health Records Audit Support EC49423.5

Contractor agrees to perform the services described above and in Exhibit A. Services will be performed “off-site” (remotely) with the exception of vision/hearing screening. K12 Health agrees to be available for site visits on a monthly basis (every 30 days), in order to screen students as needed for special education.



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## **2. Terms of Payment**

In consideration for the services to be performed by Contractor:

- A. Client agrees to pay Contractor an annual fee of \$15,660.00 with the option to pay \$1305.00 per month for 12 months beginning 7/1/2022 for Fundamental Services.
- B. Client agrees to pay Contractor an annual fee of \$2160.00 with the option to pay \$180.00 per month for 12 months beginning 8/1/2020 for Diabetes Care Management as needed, per student for SY22-23 (Note: as of 6/7/2022, there are no students w/ Type 1 diabetes attending BMMA).
- C. Contract will automatically renew in 12 months from the beginning service date.
- D. Contractor shall send Client an invoice according to the schedule above each month. Payment is due upon receipt. Interest of 1.5% per month may be charged on accounts with unpaid balances over 30 days.
- E. In the event of a default in undisputed payment for services or costs, Client agrees to pay all costs of collection including but not limited to reasonable attorney's fees, court costs, as well as actual costs incurred in collecting fees or judgments rendered by a court.

## **3. Expenses & Materials**

Contractor shall be responsible for all ordinary expenses incurred while performing services under this Agreement including automobile and travel expenses for service provided, insurance premiums, and all wages or other compensation paid to personnel hired by Contractor to perform work under this Agreement.

Contractor will furnish all materials and equipment used to provide the services required by this Agreement, unless the nature of the services requires furnishing of materials by Client. Client may compensate Contractor for pre-approved extraordinary expenses, such as specialized equipment or materials to be retained by Client.

## **4. Term of Agreement**

This Agreement will become effective when signed by both parties and will automatically renew on an annual basis unless otherwise stated in this agreement.

## **5. Independent Contractor Status**

Contractor is an independent contractor, and neither the Contractor nor any member of Contractor's staff is or shall be deemed an employee of the Client.

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
- Contractor has the right to use employees to provide the services under this Agreement.



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- The Contractor or Contractor's employees shall perform the services required by this Agreement; Client shall not be required to hire, supervise or pay any assistants to help Contractor.
- Neither Contractor nor Contractor's employees shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.
- Client shall not require Contractor or Contractor's employees to solely perform services for Client during the term of this Agreement.
- Contractor agrees to provide their own employees with all statutory benefits required by law, including but not limited to workers' compensation, unemployment insurance. Neither Contractor, nor Contractor's employees, will be eligible for any Client-provided benefits.

#### **6. Local, State and Federal Taxes**

Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement, and if self-employed, all self-employment (Social Security) taxes. Client will not withhold local, state, or federal taxes and will not make FICA payments on Contractor's behalf. Upon demand, Contractor shall provide Client with proof that such payment has been made.

#### **7. California State Education Requirements**

Contractor will ensure that all persons, whether employee or subcontractor, working at Client's location will meet all California State Education requirements regarding background and health screening. By signing this form you verify that no Contractor or Contractor's employees have been convicted of a violent or serious crime as listed in Section 667.5 or 1192.7 of the California Penal Code; and that all Contractor's representatives doing business on Client's property have been properly screened for tuberculosis (TB).

#### **8. Insurance**

Contractor agrees to maintain insurance in a commercially reasonable amount to cover any acts or omissions committed by Contractor or Contractor's employees. Contractor may be asked to provide Client with a certificate of insurance naming Client as an additionally named insured before the employees may begin the work.

#### **9. Representations**

Contractor represents that he or she has the qualifications and ability to perform the services under this Agreement in a professional manner without the advice, control or supervision of Client.

K12 Health agrees to use its best efforts to provide the service(s) requested. K12 Health makes no express warranties, assurances, or guarantees with regard to the work that they will complete.



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Furthermore, the fees payable to K12 Health by Client pursuant to this agreement are not in any way contingent upon or related to the results of the service.

#### **10. Permits and Licenses**

Contractor has complied with all federal, state and local laws requiring business permits and other licenses, including but not limited to credentials, required to carry out the services to be performed under this Agreement.

#### **11. Non-solicitation**

For a period of one year after termination of this Agreement, Both Parties agree not to call on, solicit, or take away customers, potential customers or employees of which both parties became aware as a result of Contractor's services for Client.

#### **12. Confidentiality**

Both Parties will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information without prior written permission except to the extent necessary to perform services. Proprietary or confidential information includes without limitation:

- Written, printed, graphic, or electronically recorded materials, including policies and procedures developed by Contractor on behalf of client.
- Business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind.
- Information belonging to customers and suppliers of either party about whom either party gained knowledge as a result of Contractor's services to Client.
- Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any pupil in attendance at any of Client's school sites, or any family information associated with any pupil in attendance at any of Client's school sites.

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business. Contractor is responsible for the acts and omissions of any and all employees or independent contractors hired by Contractor to perform work under this Agreement concerning the obligations and requirements set forth in this provision.

#### **13. Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

#### **14. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.





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### **15. Severability**

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

### **16. Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Sacramento County, State of California. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the parties fail to arrive at a mutually satisfactory solution through mediation within a reasonable time, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Sacramento County, State of California. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including reasonable attorney's fees, may be allocated by the arbitrator.

### **17. Notices**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- When delivered personally to the recipient's address as stated in this Agreement;
- Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement; or
- When sent by fax or email to the last fax or email address of the recipient known to the person giving notice; such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

### **18. No Partnership**

This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

### **19. Applicable Law**

This Agreement will be governed by the laws of the State of California.

### **20. Assignment**

Contractor may not assign, delegate or subcontract any rights or delegate any of its duties under this Agreement without Client notification.

### **21. Coverage/Availability**

Contractor cannot guarantee 24/7 coverage and/or availability.

### **22. Pricing/Fees**



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Pricing and fees are based on estimates only and actual costs may vary depending on a number of factors including but not limited to: time involved, usage, and numbers of students served.

**23. Services Not Provided**

Per the terms of this agreement, Contractor, and/or employees of Contractor, will only provide those services included in this agreement. Other services can be added as needed and as agreed upon by Client and Contractor.

**24. Agreement Termination**

Either Client or Contractor may terminate this agreement effective 30 days from receipt of written notification of requested termination. Upon termination date, the Client will be invoiced for all services that have been rendered at \$125/hour or at the published rate of the specific individual service(s) that had been provided. Any monthly payments having already been made will be credited to the total amount owed.

**Signatures**

Client: Bella Mente Montessori Academy	Contractor: K12 Health
Name: _____	Name: <u>Marianne Akerland</u>
Signature: _____	Signature: _____
Title: _____	Title: <u>President</u>
Date: _____	Date: _____



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**EXHIBIT A**

<u>Item</u>	<u>Expected Frequency and Student Count</u>	<u>Fee</u>
Fundamental Services:	Annually	\$15660.00
1. K12 Health functioning and serving as Client's Supervisor of Health (Health Services Director). EC49400, EC49422, EC49427	Annually	Included
2. Nurse consultation and advice provided by phone, and/or email during established working hours. (EC49400, EC49422, §3021.1)	1 hour/month per school	Included
3. State Mandated Vision for TK/K, 2nd, 5 <sup>th</sup> and 8th grade students; Hearing for 1st, 2nd, 5 <sup>th</sup> , 8th and 10th grade students. Color deficiency screening for 1st grade males (These grades are state mandated for screening). (CA Education Code EC56320, EC56324)	Annually covering approximately 700 students	Included
4. Health Assessments and Care Plans (IEP & non-IEP) for students with initial and triennial IEPs, and students with seizures, diabetes, severe food allergies, and other specified needs as determined by K12 Health. EC56320, EC56324, §3021.1, Section 504 of the Vocational Rehabilitation Act	Annually covering up to 70 students	Included
5. IEP and 504 meeting participation, via phone or video conference, and support as needed. EC56320, EC56324	Annually	Included
6. Special Education Vision/ Hearing Screenings (EC56320, EC56324)	Monthly as needed	Included
7. Diabetes Care Management, Monitoring, Supervision and Webinar based training (EC49423.5, §3051.12, Section 504 of the Vocational Rehabilitation Act) - (as needed)	Annually	\$2160.00
8. Epi-Pen stocking and web based training of school administrative and teaching staff for each school (EC41419)	Annually for each school as per Ed Code	Included



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9. School administrative staff webinar training and support covering these topics: Health Office Guidelines: Bloodborne Pathogens, Child Abuse Neglect and Reporting, First Aid and Infectious Disease, Head Lice, Medication Administration, Specialized Physical Health Care Services and Students with Health Conditions (asthma, food/insect-sting allergy, seizures) (EC49423.5, §3051.12)	4 hours annually (more time available if needed)	Included
10. Medication Administration and Health Records Audit Support (EC49423.5)	Annually	Included



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**EXHIBIT B**  
**HEARING/ VISION SCREENINGS**

CLIENT AGREES TO THE FOLLOWING REGARDING THE HEARING/ VISION SCREENINGS:

1. Parent/Guardian Notification of Screening
  - a. A parent/guardian must receive written notification that screening will be provided for their child prior to the screening occurring. If the caregiver does not want his/her child to be screened, they must inform the school.
2. **Kinder students MUST have name tags.**
3. Screening Environment
  - a. The screening environment is very important. The area must be reasonably quiet and have good lighting. The screening site should be selected during school hours so that noise problems can be identified. The site should be away from stairs, windows, street noise, hall traffic, cafeterias, gyms, heating/cooling vents and equipment, bathrooms, play areas and machine rooms, etc. Sound treated areas sometimes are available in school libraries and in band or music rooms. These areas should be utilized when available.
  - b. Noise levels in the test environment will be checked by the contractor prior to any hearing screening procedure. If an appropriately quiet test environment is not provided, or noise levels become & remain too high during the screening, the screening procedure will not be implemented and the testing will be discontinued.
  - c. Room must be set-up and ready prior to screening.
  - d. Arrange for tables/chairs for the students and screening staff (at least two 8 foot tables, approximately 20 chairs and a room large enough to accommodate 3 adults and 20 students.
  - e. Provide K12 Health Staff with guest internet password (if possible)
  - f. **ALL students MUST be accompanied by an adult - i.e., Teacher, parent volunteer.**
4. Record Keeping
  - a. Client will be responsible to transfer information from the contractor regarding screening results to the child's permanent record.
  - b. Client agrees to distribute referral letters to parent/guardians and staff.
  - c. A roster of each classroom screened is needed at least one week prior to the screening date. (an Excel spreadsheet is required and K12 Health will provide a template).

Please contact [screening\\_coordinator@k12health.com](mailto:screening_coordinator@k12health.com) for questions.



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*Sample Parent Letter from School*

Click here to enter a date.

Dear Parent or Guardian,

Hearing and vision are very important to your child's ability to listen, learn, and make good progress in school. For these reasons, we take a special interest in how well all of our students hear and see, and we periodically screen their hearing and vision.

This year, we will be checking the hearing and vision of each student in your child's classroom. The hearing/vision screening has been scheduled for [Click here to enter text](#). You will be notified if your child does not pass the hearing and/or vision screening. If for some reason you do not want us to screen your child's hearing and/or vision, please contact the school immediately.

If you have a concern about your child's hearing or vision, or questions about the screening program, please contact us.

Sincerely,

Principal



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## **EXHIBIT C - Diabetes Care Management**

### **DIABETES CARE MANAGEMENT – SERVICE AGREEMENT**

K12 Health utilizes “[Helping the Student with Diabetes Succeed: A Guide for School Personnel](#)” and the American Diabetes Association’s “Safe at School” program to support schools and students with diabetes.

Client may wish to refer to the following CDE source for additional information regarding services to students with diabetes in the school setting:

<http://www.cde.ca.gov/ls/he/hn/legaladvisory.asp>

### **K12 HEALTH PROVIDES, A MAJORITY, OF DIABETES TRAINING AND SUPPORT SERVICES REMOTELY, VIA TELEHEALTH, VIDEO CONFERENCE, AND PHONE SUPPORT.**

The following summarizes K12 Health Care Management for students with diabetes. Some of our services may include:

- ☒ Obtain and review the student’s current Diabetes Medical Management Plan;
- ☒ Conduct a nursing assessment of the student and develop a nursing care plan;
- ☒ Conduct ongoing, periodic assessments and update the nursing care plan;
- ☒ Coordinate development of the student’s emergency plan;
- ☒ Help obtain materials and medical supplies necessary for diabetes care tasks;
- ☒ Provide diabetes management training, as follows:
  - 1 hour webinar based training for level 2 & 3 personnel to recognize signs/symptoms of hypoglycemia, understand appropriate intervention and how to provide care for mild, moderate, and severe hypoglycemia including administration of glucagon;
  - 1 hour webinar based training for level 3 personnel re: routine care of student with diabetes (i.e., review DMMP, carb counting, hyperglycemia and care, and determining correct insulin dosage per DMMP;
- ☒ Supervise and monitor trained diabetes personnel (as allowed by current California law) on an ongoing basis throughout the school year;
- ☒ Maintain accurate documentation on the school’s behalf;
- ☒ Act as liaison between the school, parent, and the student’s health care provider;
- ☒ Attend and participate in 504 meeting(s) via phone conference.
- ☒ As needed, provide insulin administration training as follows: 1 hour webinar based training, if indicated, re: administration of insulin by 2 designated school staff members via insulin pen and/or vial/syringe followed by 2 nursing site visits (up to 2 visits per designated staff member), and 6 telehealth visits as needed.



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Effective diabetes management at school requires that each member of the school staff assist in meeting the needs of the student. School principals, administrators, teachers, coaches, office staff and others all play an important role in making the school experience safe for students with diabetes.

**Therefore, the school must agree to the following as recommended by the National Diabetes Education Program, “Helping the Student with Diabetes Succeed: A Guide for School Personnel” and the ADA’s Safe at School program:**

- ☑ Level 2 Training: School staff members who have responsibility for the student with diabetes agree to participate in an annual one-hour, webinar-based training, that provides a basic understanding of the disease, including how to identify medical emergencies, and knowing which school staff members to contact in case of an emergency.
- ☑ Level 3 Training: A small group of school staff members (at least 2) agree to participate in a one-hour, webinar-based training from K12 Health staff in student-specific routine and emergency care.
- ☑ School agrees that only those staff members whom the Administrator, has specifically designated, and who have received appropriate training and are deemed competent by the Supervising Registered Nurse, shall provide diabetes related care, per the student’s Diabetes Medical Management Plan, under this agreement. K12 Health assumes no liability for staff not trained by K12 Health.
- ☑ School agrees to maintain ongoing communication with K12 Health regarding the care and condition of student(s) with diabetes.
- ☑ School agrees to provide copies of all diabetes related documentation to K12 Health as indicated:
  - Daily logs must be emailed or faxed to K12 Health on a weekly basis (unless other arrangements are made – i.e., [Blue Loop](#) online documentation).
  - Physician’s orders must be emailed or faxed to K12 Health when received by the school.
- ☑ School agrees to strictly adhere to the Diabetes Medical Management Plan, which must be signed by the physician and parent. Changes to the plan must be in writing from the physician and K12 Health must be notified immediately.

**INSULIN ADMINISTRATION**

**In order for K12 Health to provide supervision and oversight of insulin administration, K12 Health must train staff members who will be administering insulin, to a level of competency as determined by K12 Health. Client agrees to schedule adequate, uninterrupted time as needed for such training and acknowledges that a minimum of two people shall receive training.**





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### ADDITIONAL CLIENT REQUIREMENTS

Client will need the following:

1. Computer with a high quality built-in or separate webcam, speaker, and microphone
2. Quiet, well-lit, private room for telehealth sessions; large enough to accommodate 2 staff members and student

### SERVICE PARAMETERS

Services will be assessed for appropriateness on an ongoing basis. K12 Health does not guarantee twenty-four (24) hour emergency coverage. Phone calls to client will be returned within 30 minutes whenever possible.

### EXCLUSIONS AND LIMITATIONS

**Skilled Nursing Services (i.e., direct patient care performed by licensed healthcare provider) are not included in this contract.**

Please refer to additional terms and description of services on pages 4 and 5, for additional information.



*HELPING EXCEPTIONAL SCHOOLS HELP EXCEPTIONAL KIDS*

#### Additional Terms

- 1) K12 Health will ensure that all persons, whether employee or subcontractor, working at Client's location will meet all California State Education requirements regarding background and health screening. By signing this agreement K-12 Health verifies none of the individuals that provide services pursuant to this Agreement have been convicted of a violent or serious crime as listed in Section 667.5 or 1192.7 of the California Penal Code; and that all K12 Health's representatives doing business on Client's property have been properly screened for tuberculosis (TB).
- 2) In the event of a default in undisputed payment for services or costs, Client agrees to pay all costs of collection including but not limited to reasonable attorney's fees, court costs, as well as actual costs incurred in collecting fees or judgments rendered by a court.
- 3) K12 Health agrees to use its best efforts to provide the service requested. K12 Health makes no express warranties, assurances, or guarantees with regard to the work that they will complete. Furthermore, the fees payable to K12 Health by Client pursuant to this agreement are not in any way contingent upon or related to the results of the services.
- 4) Client agrees that K12 Health shall perform such services, as it deems appropriate by utilizing any lawful means.
- 5) K12 Health agrees to maintain insurance in a commercially reasonable amount to cover any acts or omissions committed by K12 Health or its employees. K12 Health may be asked to provide Client with a certificate of insurance naming Client as an additionally named insured before the employees may begin the work.
- 6) This agreement shall be binding upon K12 Health's and Client's administrators, executors, successors, and assignees.
- 7) This agreement shall be construed and interpreted in accordance with the laws of the State of California. If any portion of this agreement is determined to be invalid, or unenforceable, the remainder of the agreement shall continue in full force and effect.
- 8) Invoices are sent monthly. Payments are due and payable upon receipt. If the client terminates the agreement, all undisputed payments are due immediately.
- 9) \*Termination of this agreement, within the first 60 days of the agreement, by the client, will result in the client being invoiced for services rendered and not previously paid at a rate of \$125.00 per hour.
- 10) Termination is effective within forty-eight (48) hours upon receipt of written notice by either party.

## Scope of Work

### LunchAssist + Bella Mente Montessori Academy

#### SY 22-23

#### Overview

LunchAssist is an organization that provides inspiration, support, and guidance to School Nutrition Professionals across the United States. In 2016, LunchAssist was founded by an award-winning former Child Nutrition Director with one very simple mission: to help School Nutrition Professionals focus on what matters most.

Compliance-related topics are constantly distracting many School Nutrition Professionals from doing work that really matters. With so many rules and regulations, and a global pandemic to deal with, it is more important than ever that School Nutrition Professionals have access to expert guidance from a team on the pulse of all things school nutrition.

Over the past five years, LunchAssist has provided guidance and support to School Nutrition Professionals in over 300 school districts across the United States. We've gleaned a lot through that process and infused the lessons learned into our everyday work.

LunchAssist provides several unique services that are unparalleled in the School Nutrition industry. Our organization aims to simplify school nutrition through a robust variety of helpful tools and resources that keep school nutrition programs in compliance and elevate the profession. We are committed to promoting equity, diversity, and inclusion in all that we do. One of the best ways to accomplish these goals is to start with a foundation of high-quality professional learning for School Nutrition Professionals.

Through our exclusive 1:1 consulting services, we provide individualized, customized support to school nutrition departments when and where you need it most. We provide recommendations and checklists to help your team focus on what matters most, but we also tune in to what is required at your unique school or district and tailor what we do according to your areas of interest. Because of our expertise with USDA compliance, we are always looking for ways to help your program improve while staying audit-ready. During review years, in addition to the Administrative Boot Camp series, we will provide comprehensive support to your team from start to finish.

LunchAssist PRO is a membership that we've created to support our clients in furthering their Professional Development and providing on-demand access to this online learning. LunchAssist PRO is quickly becoming the industry's most highly regarded training solution. Each of our lessons covers a unique topic in school nutrition through a short video in either English or Spanish, followed by a quiz, and supported with printable resources. LunchAssist PRO members enjoy a fun and straightforward approach to mastering school nutrition, including tools and resources for excelling in all areas of the program. Our freshly prepared professional development is constantly being refreshed and contains lessons that were *specifically* designed for operational needs during the pandemic. New lessons are added every month and we take recommendations from our clients to support the emerging needs of the school nutrition industry.



Members of LunchAssist PRO also gain exclusive access to The Collective and our electronic Professional Standards Tracking Tool. The Collective is a comprehensive resource center with over 200 of the best tools, templates, manuals, checklists, and tip sheets from across the School Nutrition industry - all in one place. Our unique, electronic Professional Standards Tracking Tool records the number of hours each employee has spent on training and their completed lessons.

We cordially invite you to join our tribe of school nutrition heroes. By working with LunchAssist, you will gain exclusive access to 1:1 consulting services with our former School Nutrition Directors and Dietitians. Our goal is to form a lasting partnership that benefits your school community, enhances your overall meal service program, strengthens your team, and helps you focus on what matters most.

## Deliverables

- Serve as the USDA Child Nutrition Program expert, including support with the California Universal Meals program.
- Serve as the compliance liaison and expert, advising on how to keep the operation audit ready.
- Serve as the leader of the wellness committee and help ensure the federal wellness program requirements are met under USDA Child Nutrition Programs.
- Provide ongoing technical assistance and support.
- Provide organizational tools and timelines for meeting program deadlines.
- Provide regular updates on relevant policy changes, mandatory tasks, best practices, and emerging trends.
- Provide quarterly checklists for maintaining program compliance and review during 1:1 meetings.
- Provide dietitian and menu planning support as needed to help oversee vendor menus.
- Provide support with the creation of and editing of existing policies, procedures, etc.
- Provide support with program applications, grant writing, special programs, etc.
- Provide support with procurement, eligibility activities, and more.
- Review program documents for compliance and provide feedback for improvements to strengthen the program.
- Support the program with brainstorming sessions, troubleshooting problems, and provide answers to questions throughout the year.
- Ensure the program staff is well equipped to fulfill all of their requirements and responsibilities as USDA child nutrition program sponsors.
- Other duties as requested by the school or district and as mutually agreed.

## Compensation

\$8,500 fee for service.

Include approximately 45 hours of professional consulting services and SFA-memberships to LunchAssist PRO for resources and training. Invoice will be sent once per year in the Spring.

## Contact

Jennifer McNeil, RDN, SNS

[jennifer@lunchassist.org](mailto:jennifer@lunchassist.org)

(760) 518-4706



## Agreement

The parties hereto agree to the foregoing as evidenced by their signatures below.

Agreed to by:

LunchAssist, Inc.

Authorized Individual: Jennifer McNeil, Co-Founder

Signature: 

Date: May 4, 2022

School/District: \_\_\_\_\_

Authorized Individual: \_\_\_\_\_

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

Date: \_\_\_\_\_



## Leader in Me® Agreement

This Leader in Me Agreement ("Agreement") is entered into as of the date given below (the "Effective Date") by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey"), and the following organization ("Client"):

<b>Organization:</b>	Bella Mente Montessori Academy	<b>Contact Person:</b>	Erin Feeley
<b>Address:</b>	1737 W Vista Way	<b>Telephone:</b>	(760) 820-9501
<b>City, State, Zip:</b>	Vista, California 92083-2112	<b>Email:</b>	efeeley@bellamentecharter.org

### Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the "Services") to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
<b>Membership</b>						
School Membership	8/5/2022	8/4/2023	8/5/2022	\$5,100.00	1	\$5,100.00
Core 3 Implementation Coaching Subscription	8/5/2022	8/4/2023	8/5/2022	\$3,500.00	1	\$3,500.00
<b>Core 3:</b>						
Core 3 Training Daily Rate	8/5/2022	8/4/2023	8/5/2022	\$3,500.00	1	\$3,500.00
Core 3 Participant Guide*	8/5/2022	8/4/2023	8/5/2022	\$40.00	46	\$1,840.00
Lighthouse 3 Training Daily Rate	8/5/2022	8/4/2023	8/5/2022	\$3,500.00	1	\$3,500.00
Shipping Estimate						\$147.42
<b>Total Investment</b>						<b>\$17,587.42</b>

\*cost of applicable sales tax not listed

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is any conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

IN WITNESS HEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

#### Franklin Covey Client Sales, Inc.

Signature: \_\_\_\_\_  
Printed Name: Christina Butler  
Title: Client Engagement Coordinator

#### Bella Mente Montessori Academy

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

## Terms and Conditions

**Scheduling a Consultant.** Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

**Cancellation/Rescheduling Fees.** Fifteen (15) calendar days' notice is required to cancel or reschedule a scheduled consultant. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any consultant services canceled or rescheduled by FranklinCovey.

**Term, Termination, and Events of Termination:** The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. If Client terminates for convenience, FranklinCovey shall not refund any invoiced amounts. Either party may terminate this Agreement if the other party materially breaches the Agreement, and such material breach remains uncured after the non-breaching party has provided thirty (30) days' written notice of such breach. Upon termination of this Agreement for any reason, Client shall immediately (a) discontinue all use of the FC IP; and (b) discontinue all use of Derivative Works.

**Payment Terms:** FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

**Audio:** Client is responsible for providing a conference line for live online Services, when needed. Such conference line is provided at Client's sole cost and expense.

**Recordings:** Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to ensure that no recordings of the Services are made.

**Leader in Me Notifications:** FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

**Copyright:** FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services ("Participants"). Client's and/or Participants' unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by Participants and are not for resale, distribution to a third-party, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

**Modification of Agreement:** All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has authority to bind Client.

**Affirmative Action/Equal Opportunity Employer:** FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

**Force Majeure:** Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

**Entire Agreement:** This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.

**EXHIBIT A**  
**NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION**  
**RATES AND TERMS**

- A. CONVERSION.** Client recognizes and acknowledges that Agency spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining any individual introduced by Agency. Client shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of six (6) months without payment of the Placement Fee. Should Client wish to enter into a permanent placement agreement, independent contract agreement, and/or refer Personnel to a third party for employment, Client agrees to pay the amount listed below.

Client shall be required to immediately pay to Agency the Placement Fee for each Personnel, in the event that (a) Client hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical Client), while employed by Agency and/or within six (6) months of the termination of such employee's employment with Agency or (b) Client causes, the Staff member directly or indirectly, to leave the employment of Agency.

- B. REPORTING PAY.** For Special Education visits, a one-hour minimum visit will be assessed if we are not advised 24 hours in advance of a schedule change.
- C. MINIMUM BILLING.** All services have minimum billing requirements, which are listed in the rate tables below.
- D. RATE CHANGES.** The regular rates are subject to additional increase mid-year in the event that FICA, FUTA, SUTA or other applicable taxes are increased by the governing body. In the event of such increase, Agency will increase the regular rates by the exact amount such tax is increased without additional markup or profit to Agency. The rates and terms in this exhibit may be increased or decreased yearly. Clients will receive these updates at least 30 days prior to the effective date.
- E. RATES.** The following rates shall be effective for all working Personnel, new starts, extensions and renewals as first dated below.

**EFFECTIVE DATE: 7/31/2022**

**FEES FOR SPECIAL EDUCATION PROVIDERS, ASSESSORS AND CONSULTANTS**

Special Education Provider Rates (Minimum Visit Rates are for on-site visits. Off-site time is billed in 15 min. increments)	Hourly Rate	Minimum Billing Increments
Academic Assessor	\$119.00	1 hour for IEPs, virtual services, and consultation
Adapted Physical Education Teacher (APE)	\$113.00	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Assistive Technology (AT)	\$130.00	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Augmentative and Alternative Communication (AAC)	\$134.00	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Behavior Intervention Development (BID)	\$122.00	1 hour for IEPs, virtual services and consultation; 2 hours for direct services
Case Manager	\$122.00	4 hours weekly



CF	\$95.00	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Credentialed School Nurse w/ Audiometrist Certificate (SN)	\$120.00	1 hour per day
Deaf and Hard of Hearing (DHH)	\$139.00	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
DIS Counselor	\$102.00	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Educational Audiologist	\$170.00	1 hour for IEP's and consultation
Educationally Related Intensive Counseling Services or Educationally Related Mental Health Services (ERICS or ERMHS)	\$119.00	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Expert Consult	\$225.00	2 hours per day
Occupational Therapist (OT)	\$134.00	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Certified Occupational Therapist Assistant (COTA) Supervisor provided by CCE and Client is not charged for supervision separately.	\$90.50	1 hour for virtual services; 3 hours for direct services
Program Administrator	\$165.00	4 hours weekly
Resource Teacher (RST)	\$86.00	7 hours daily
School Psychologist	\$127.00	1 hour for IEPs, virtual services, consultation and on-site services
Speech and Language Pathologist (SLP)	\$137.00	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Speech and Language Pathology Assistant (SLPA) Supervisor provided by CCE and Client is not charged for supervision separately.	\$93.00	1 hour for virtual services; 3 hours for direct services
Translation	\$ 100.00	1 hour per request
Vision, Hearing or Scoliosis Screening or Lice Check Performed by heath care staff who have completed Audiometrist trained	\$120.00	1 hour
Other Providers not listed in the agreement	Contact for quote	
Permanent Placement and Conversion Fees for Special Education Providers and Assessors		
0-1,500 hours of service charged to the Client for that employee during the current school year	\$15,000 flat fee	
>1,500 hours of service charged to the Client for that employee during the current school year	\$3,500 flat fee	

#### TRAINING FEES

Description of Fees	Fee
<b>Training Services</b> CCE provides an array of training options. Call us and we will create a customized plan to address your needs.	Contact for quote

**EXHIBIT A – SUBSTITUTE SERVICES  
NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION  
RATES AND TERMS**

- A. CONVERSION.** Client recognizes and acknowledges that Agency spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining any individual introduced by Agency. Client shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of six (6) months without payment of the Placement Fee. Should Client wish to enter into a permanent placement agreement, independent contract agreement, and/or refer Personnel to a third party for employment, Client agrees to pay the amount listed below.

Client shall be required to immediately pay to Agency the Placement Fee for each individual, in the event that (a) Client hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical Client), while employed by Agency and/or within six (6) months of the termination of such individual's employment with Agency or (b) Client causes, the Staff member directly or indirectly, to leave the employment of Agency.

- B. SUBSTITUTE TEACHER DAILY CALCULATIONS.** The hours billed are inclusive of an additional 15 minutes at the start and 15 minutes at the end time of the Client's bell schedule. An additional 15 minutes may be added to the start of the workday, if a morning break is not included in the Client's bell schedule. As lunch is unpaid, the duration of the lunch shall be deducted from the above calculation.
- C. LESSON PLANNING AND GRADING CALCULATIONS.** Lesson planning rates shall be included for any and all assignments requiring lesson planning or grading. Client will be billed retroactively, if applicable. Pupil Free Days and Professional Development Days will be billed at the lesson planning rate if Personnel is required to report to work on those days. If transition days are requested, they will be billed as an assignment not requiring lesson planning. If a lesson planning substitute teacher is absent, the Client will be charged the lesson planning rate of that teacher when Personnel cover the assignment. When Personnel have a credential/certificate, the higher lesson planning rate applies when the class covered is that of the certificate/credential. A Client administrator or administrative designee must approve all additional duties on the Personnel's timecard. Daily rate is solely for hours during the bell schedule where Personnel are teaching. All additional time past the bell schedule is considered additional duties. Examples of additional duties include, office hours, detention coverage, Back-to-School Night, Parent Conferences, etc. Teachers who are lesson planning will be provided the standard preparation time and/or conference periods provided to other teachers at the Client's school site. Personnel must also be provided with a duty-free 30 minute lunch. If neither of these are provided, additional duties fees will apply.
- D. BREAKS AND REST PERIODS.** Client agrees to schedule and supervise all Personnel while on assignment with Client and provide all Personnel with all meal periods and rest breaks required by law. Client shall reimburse Agency for any costs, including penalties, incurred by Agency should Client fail to comply with this requirement.
- E. CONFIRMED ASSIGNMENT CHANGES.** Client may not modify the confirmed hours of an assignment request once the Personnel is in route to the assignment. Client shall immediately notify Agency within 1 business day if Personnel does not show up for a confirmed assignment. Client will be charged all confirmed amounts unless Agency is notified of the Personnel "No Show".
- F. REPORTING PAY.** For Substitute Services, reporting pay may be billed at the regular bill rate in accordance with current state and federal laws. Client may be charged if a confirmed assignment is cancelled once the employee is in route or has arrived at the assignment. For bus rider assignments, the assignment begins at the student's residence.

- G. TIME AND ATTENDANCE.** A Client representative and the assigned Personnel shall each provide the hours worked by Personnel. For per diem Personnel, the electronic timekeeping software shall be provided by Agency to Client and updated daily so that Client can review. For long term Personnel, a Client representative shall promptly approve the hours worked by Personnel by responding weekly to an email provided by Agency to Client with hours worked at their school site, indicating exact time in and time out, including records of all breaks and meal periods. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. Client's approval shall constitute Client's acceptance and waiver of objections to the work performed by Personnel, the number of hours so listed, the shift and unit worked by Personnel and other additional charges listed thereof.
- H. RATE CHANGES.** The regular rates are subject to additional increase mid-year in the event that FICA, FUTA, SUTA or other applicable taxes are increased by the governing body. In the event of such increase, Agency will increase the regular rates by the exact amount such tax is increased without additional markup or profit to Agency. The rates and terms in this exhibit may be increased or decreased yearly. Clients will receive these updates at least 30 days prior to the effective date.
- I. RATES.** The following rates shall be effective for all working Personnel, new starts, extensions and renewals as first dated below.

**EFFECTIVE DATE: 7/31/2022**

**FEES FOR SUBSTITUTE TEACHERS & SCHOOL SUPPORT STAFF**

<b>Rates and Fees for Substitute Teacher Assignments (Per Diem)</b>	<b>Rates</b>
Full Day – 0.00 – 8.00 hours	\$395.00 per day
Overtime Fee, After-School (2pm or later), Weekend Assignments and Failure to Provide Lunch or Rest Break	\$58.00 per hour/occurrence
No Notice Cancellation Fee	4 hours/occurrence
<b>Rates and Fees for Substitute Teacher Assignments (Lesson Planning and Grading)</b>	<b>Rates</b>
Teacher with a 30-day Substitute Permit on a lesson planning and grading assignment	\$430.00 per day
Credentialed Teacher on a lesson planning and grading assignment (not including Special Education Credential)-	\$465.00 per day
Special Education Credentialed Teacher on a lesson planning and grading assignment	\$600.00 per day
Failure to Provide Lunch Break, Rest Break or Prep Period	\$58.00 per hour/occurrence
Additional Duties Fee or Missed Prep Fee for lesson planning or grading assignments	\$58.00 per hour/occurrence
No Notice Cancellation Fee	4 hours/occurrence
<b>Rates and Fees for School Support Staff</b>	<b>Hourly Rate</b>
Office Assistant	\$36.00 per hour
Special Education Aide or Teacher Assistant	\$35.75 per hour
Certified Nursing Assistant (CNA)	\$40.00 per hour
Licensed Vocational Nurse (LVN)	\$57.00 per hour
Special Education Aide – Non-Crisis Intervention (NCI) Certified or QBS Trained	\$38.00 per hour

Behavior Intervention Aide (BII)	\$40.00 per hour
Behavior Intervention - NCI Certified or QBS Trained	\$42.00 per hour
Daily Overtime Fee and Failure to Provide Lunch or Rest Break	\$58.00 per hour/occurrence
Special Education Aide, Teacher Assistant - Overtime and After-School (2pm or later) Fee	\$58.00 per hour
No Notice Cancellation Fee	½ scheduled shift
<b>Placement Fees for Teachers and School Support Staff</b>	
Credentialed Teachers	\$4,500 flat rate fee
1-90 assigned days at client site	\$3,500 flat rate fee
>90 assigned days at client site	\$1,500 flat rate fee

**NEW MEDISCAN II, LLC DBA CROSS COUNTRY  
EDUCATION**

**Client: Bella Mente Montessori Academy**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

CEO/ Co-Owner, Lynley Connor  
6190 Fairmount Ave Suite G  
San Diego, CA 92120

**Top Notch Catering Contract**  
**Bella Mente Charter School**

This Catering Contract ("Contract") is entered into on July 1<sup>st</sup>, 2022 by Top N Catering, LLC dba Top Notch Catering with its principal place of business provided above ("TNC"), and Bella Mente Charter school, a California nonprofit public benefit corporation operating the Bella Mente Montessori Academy with its primary place of business at 1737 W. Vista Way, Vista Ca 92083 (BMMA) for school breakfast and lunch services.

**Recitals**

WHEREAS, BMMA desires TNC to provide breakfast and lunch meal services to its students; and  
WHEREAS, TNC desires to provide such services to BMMA and its students on a fixed fee per meal basis.  
THEREFORE, both parties agree as follows:

**Agreement**

**I. Top Notch Catering Responsibilities**

- A. **Delivery Requirements.** TNC is responsible for the timely delivery of all meals to BMMA at the time specified by BMMA. Unless BMMA gives 24-hour notice to TNC stating otherwise, TNC must deliver lunches and breakfast (for the following day) daily, Monday through Friday excluding school holidays, to BMMA at the address above by 10:15 am. TNC is responsible for providing Cambros or other forms of insulation to maintain the proper temperature for lunch components, including milk, during transportation. BMMA may use the Cambros or other insulations, such as the refrigerator (True Manufacturing Co./Model TR2R-2S) and standing warmer (Henny Penny/ Model HC-900) that have been provided to BMMA by TNC, to maintain temperatures after delivery without cost, provided the items are returned to TNC. TNC will include disposable serving trays, utensils and napkins in sufficient quantity for the number of lunches ordered. On minimum days, TNC must have meals delivered by 9:30am. BMMA will provide TNC with a school calendar.
- B. **Meal Price.** The cost per meal is listed below is agreed upon by both parties:
- a. Lunch: \$3.30
  - b. Breakfast: \$1.95

- C. Menu Preparation and Approval. No later than the 15<sup>th</sup> day of each month, TNC will provide BMMA for its approval of the monthly menu covering all meals to be served the next month. BMMA may adjust the menu items by providing notice to TNC on or before the 20<sup>th</sup> day of each month.
- D. Field Trips. Upon five day notice from BMMA, TNC agrees to deliver sack lunches for the numbers of students participating in a field trip at the time specified within such notice.
- E. Food Preparation. TNC shall ensure that each meal provided to BMMA under this contract meets the minimum nutritional content requirements for reimbursement under the National School Lunch Program and School Breakfast Program ("NSLP/SBP"). TNC shall operate in accordance with current NSLP/SBP regulations, and shall comply with all other United States Department of Agriculture ("USDA") regulations regarding food service vendors, including those specified for commercial food service if applicable. TNC shall cover the costs for any meals that are declined reimbursement under the NSLP/SBP standards.
- F. Recordkeeping. TNC agrees to provide lunch preparation documentation by using the yield factors for each food item as listed in the USDA's Food Buying Guide when calculating and recording the quantity of food prepared for each meal. TNC will maintain full and accurate records and production worksheets to documents:
- The menus provided to BMMA during the term of this Contract.
  - A list of all meal components of each meal;
  - An itemization of the quantities and portion sizes of each component used to prepare each meal;
  - Recipes, Nutritional Fact labels, and any other necessary Child Nutrition ("CN") labels or product specification sheets related to the menu serves;
  - Cost records, such as invoices, receipts or other documents that show the purchase, procurement or availability to TNC of the meal components and quantities itemized in the meal production records; and
  - An accurate count, on a daily basis, of the numbers of meals, by meal type, prepared for BMMA, including the number of meals requested by BMMA in writing.
  - All required documents will be provided to BMMA to ensure meal compliance by the 15<sup>th</sup> of each month.

TNC shall retain these records and all other records relating to this contract in its possession for five (5) years after the expiration to termination of this Contract. Upon request, TNC shall make all accounts and records pertaining to this contract available to BMMA, any account or auditor retained by BMMA, representatives of the Department of Education, USDA, the US General Accounting Office, and the USDA Office of Inspector for audits or administrative reviews at a reasonable time and place. TNC shall surrender all

records pertaining to its operation of the food service to the School Food Authorities upon termination of the Contract.

- G. Invoicing. TNC shall provide BMMA an invoice no later than the 5<sup>th</sup> day of each month, which itemizes the previous month's meal delivery. TNC agrees to forfeit payment for meals that are:
- Not ready within an hour of the agreed delivery time;
  - Discovered, within 24 hours of delivery, to have been spoiled or unwholesome at time of delivery; or
  - Do not otherwise meet the meal requirements contained in this Contract.

In cases of TNC's nonperformance or noncompliance, TNC agrees to pay BMMA for any costs BMMA incurs to obtain meals from another source, and any reasonable damages incurred by TNC's nonperformance.

- H. Certifications. TNC shall possess and maintain all applicable certifications and permits required by law, and will provide BMMA copy of current health certifications for the food service facility in which it prepares meals for BMMA and the NSLP/SBP. TNC shall comply with all applicable state and federal health, sanitation, and food preparation requirements at all times. TNC shall ensure that wholesome ingredients are used, that all food is properly stored, prepared, packaged, and transported and that any substance the food contact or is used in conjunction with the food is handled to ensure that it doesn't become contaminated.
- I. Subcontracting. TNC cannot subcontract portions of the Contract.
- J. Quality Control Inspections. TNC shall conduct random service inspections at the delivery site to ensure meal service staff, delivery drivers, and the meal program adhere to guidelines and Contract specifications. TNC agrees to provide BMMA staff and representatives access, with 24 hour notice, to all of its facilities and records for the purpose of inspection and audit.
- K. Refrigerator and Cambro. TNC will be responsible for fixing or replacing any existing equipment that is of TNC property. TNC will be leaving all existing equipment from the following year of the 2019-2020 school year such as the refrigerator and standing warmer.
- L. Pickup and Loss/Replacement of Equipment. TNC is responsible for any loss or damage to equipment owned by BMMA while at TNC's facilities. TNC agrees to pick up any food service equipment left during delivery from the delivery site the following day. TNC is responsible to maintain inventory of such meal service equipment, and may bill BMMA for any equipment that is lost, damaged or not returned to TNC.
- M. Buy American. The vendor must notify the SFA in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic

agricultural commodity or product. This written notification must list alternative domestic substitutes for the SFA to consider and provide an explanation for the following:

- a. Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or
- b. Why competitive bids reveal the cost of the domestic product is significantly higher than the nondomestic product

## **II. BMMA Responsibilities**

- A. Delivery Schedule. BMMA shall provide TNC its academic calendar showing all scheduled minimum days, holidays, etc., and BMMA shall provide at least 24 hour notice of any changes to its schedule or delivery requirements.
- B. Meal Count-Orders and Estimates. BMMA shall notify TNC three (3) days in advance if there is to be a special order out of the normal meal order pattern.
- C. Menu Changes and Approval. If TNC has timely provided BMMA its proposed menu for the following month by the 15<sup>th</sup> day of the current month, then BMMA may adjust menu items by telephone or other notice by the 20<sup>th</sup> day of each month. For each day TNC provides the proposed menu to BMMA after the 15<sup>th</sup>, BMMA's deadline will be postponed an additional day. BMMA will promptly report the discovery of any meals found to have been spoiled or unwholesome at the time of delivery, or that do not otherwise meet the meal requirements in this contract, within 24 hours of acceptance of the meals. Documents to ensure compliance are due by the 15<sup>th</sup> of each month with the menus.
- D. Price and Quality Control. BMMA retains control over all prices, including price adjustments, for meals served to its students under this Contract, and BMMA controls the quality, extent, and general nature of the food service operation.
- E. Staffing. BMMA will ensure that a school representative is available at the specified time on each delivery date to receive the requested number of meals. BMMA will provide personnel to serve the meals, and to collect any food service equipment that TNC left at the time of delivery for pickup by TNC the following day.
- F. NSLP/SBP Compliance. BMMA will provide TNC any notices of changes in the food service requirements of the NSLP/SBP received from the Department of Education. It is TNC's sole responsibility to review the food service requirements of the NSLP/SBP, and implement any changes in those requirements.
- G. Payments. BMMA agrees to pay TNC the amount presented on the monthly invoice within 30 days of receipt, less any discrepancies or disputed charges for which BMMA provides



TNC notice within five (15) business days after receipt of the invoice. BMMA and TNC agree to resolve any discrepancies or disputed charges in a timely manner.

- H. Buy American. The SFA shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American Provision requirement **prior** to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter.
- a. The SFA shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 *CFR*, Section 200.318(b) unless the vendor has received prior approval from the SFA for nondomestic agricultural commodity or product.
  - b. The SFA shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 *CFR*, Section 200.318(b) unless the vendor has received prior approval from the SFA for nondomestic agricultural commodity or product.
  - c. The SFA must ensure the vendor is in compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring vendors to certify the domestic percentage of the agricultural food component of products.

### III. Additional Terms

- A. Amendments and Waivers. Any term in this Contract may be amended or waived only with written consent by both parties.
- B. Sole Contract. This Contract constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
- C. Notices. Unless otherwise stated above, any notice required or permitted by this Contract must be in writing and will be deemed sufficient upon receipt when delivered personally or by courier, overnight delivery service, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as sent forth below, or as subsequently modified by written notice.
- D. Severability. If one or more provisions of this Contract are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1) such provision will be excluded from this Contract, (2) the balance of

the Contract will be interpreted as if such provision were so excluded and (3) the balance of the Contract will be enforceable in accordance with its terms.

- E. Advice of Counsel. Each party acknowledges that, in executing this Contract, such party has had the opportunity to seek advice of independent legal counsel, and has read and understood all of the terms and provisions of this contract.
- F. Authority to Enter Contract. The parties, and each of them, including each person signing below on behalf of a party, represent and warrant that their respective signatures are fully authorized to enter into the terms and conditions states herein, to execute this Contract, and to bind legally the parties on whose behalf they are signing.
- G. Construction of Contract. This contract is entered in the State of California, and the parties agree this Contract is governed by, construed, and enforced under the laws of the State of California, and will be interpreted as if all parties participated in this preparation.
- H. Jurisdiction. The parties agree that jurisdiction over any litigation arising out of this contract is in California and that venue will be in the County of San Diego. The parties submit to such jurisdiction and venue in the event of litigation arising out of this Contract.
- I. Obligations Continue Despite Breach. Being found liable for breaching this Contract and/or paying damages or other amounts arising from such breach does not relieve the breaching party from its obligations under this contract.
- J. Prior to the commencement of services, and during the term of this Agreement, Contractor shall maintain the following types of insurance:

**Commercial General Liability** which shall be written on an occurrence basis covering claims against bodily injury (including death), personal and advertising injury, and property damage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Said policy shall include broad form contractual liability coverage and shall be endorsed to name Bella Mente Charter School, its officers, employees, agents, and volunteers as additional insured.

**Sexual Abuse and Molestation** insurance with limits of not less than \$3,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be endorsed to name Bella Mente Charter School, its officers, employees, agents, and volunteers as additional insured. This coverage may be provided under the Commercial General Liability policy or procured separately.

**Professional Liability** insurance with limits of not less than \$1,000, 000 per claim and \$2,000,000 in the aggregate.

**Workers' Compensation** insurance (if applicable) with statutory limits and Employer's Liability insurance with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Bella Mente Charter School, its officers, employees, agents and volunteers.

**Additional Insurance Requirements.**

If any policy is written on a claims-made basis the following shall apply:

- (a) The retroactive date must be shown, and must be before the date of this Agreement or the commencement of services.
- (b) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of this Agreement.
- (c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Contractor must purchase an extended reporting period for a minimum of three (3) years after the expiration or earlier termination of this Agreement.

Prior to the commencement of services, Contractor shall provide Client with a Certificate of Insurance evidencing the coverages required under this Agreement. Acceptance of the Certificates of Insurance by Client shall not relieve Contractor of any of the insurance requirements, nor decrease the liability of Contractor.

The insurance required to be maintained by Contractor shall be primary and non-contributory with respect to Contractor's performance under this Agreement.

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

**IV. Term of Contract**

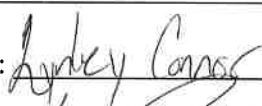
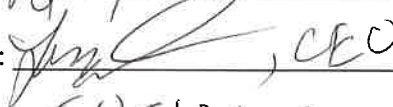
This contract is the first year of a single year contract under emergency procurement guidelines. The term of this contract shall begin July 1, 2022 and end June 30, 2023 with no option for renewal. This Contract may be terminated with or without causes by written notification given by either party with at least 30 days prior to the date of termination. BMMA has the option to cancel this Contract if the state or federal government withdraws funds to support the NSLP/SBP. In the event of cancellation of the Contract, BMMA is responsible for meals that have already been ordered, assembled, delivered/picked up in accordance with this contract.

**VI. Conclusion**

By signing below, I certify that I have read, understand and agree to all of the terms and conditions listed in this Contract. In witness whereof, the parties hereto have executed this Contract as of the dates indicated below:

**Top N Catering, LLC**

**Bella Mente Charter School, a California  
nonprofit public benefit corporation**

By:   
Its: , CEO  
Date: 5/18/2022

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Top Notch Catering  
6190 Fairmount Ave Suite G  
San Diego, CA 92120  
1(833)867-6325

Bella Mente Montessori Academy  
1737 W. Vista Way  
Vista, CA 92083  
(760) 621-8948

## INDEPENDENT CONTRACTOR AGREEMENT

(Speech and Language Pathologist Services)

This Independent Contractor Agreement (“Agreement”) is entered into as of July 1, 2022 (“Effective Date”) by and between Bella Mente Charter School (“Bella Mente”) and Cristianna Turvey (“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 speech and language pathology services; and

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

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

### **Section 1. Nature of Services and Relationship.**

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

**1.2 Bella Mente’s usual course of business is operating tuition-free public charter schools. Consultant’s expertise and skill set is in the area of providing speech and language pathology 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 speech and language pathology 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, 2023 ("Termination Date"), unless any of the following occur: (1) the Parties agree in writing to renew the term of this Agreement, for a defined project or period of time, pursuant to the same terms of this Agreement ("Extension Date"); or (2) the Parties agree in writing to otherwise modify the terms of this Agreement in accordance with Section 10.2. Notwithstanding this previous sentence, Consultant or Bella Mente may terminate this Agreement at any time, with or without reason, by providing 14 days' written notice to the other party. Notwithstanding any other provision of this Agreement, certain terms of this Agreement shall remain in effect after the Termination Date (including without limitation Sections 5, 6, 7, 9 and 11.1 of this Agreement).

Section 3. Payment and Invoicing. In exchange for Consultant's performance of the Consulting Services set forth in Attachment A, Bella Mente shall pay Consultant at a rate of \$88 per hour (not to exceed a total amount of \$87,196), 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](mailto: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: June\_\_\_\_, 2022

---

Erin Feeley, Executive Director

**Consultant**

Dated: June\_\_\_\_, 2022

---

Cristianna Turvey, 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 Cristianna Turvey (“Consultant”), Consultant hereby agrees to perform the following Consulting Services:

- Consultant will provide direct and indirect services as listed on eligible students’ Individualized Education Program (IEP).
- Consultant will work to prevent, assess, diagnose, and treat speech, language, social communication, cognitive-communication, and swallowing disorders.
- Consultant will plan and develop individualized therapeutic procedures for correcting or minimizing communicative disabilities.
- Consultant will provide augmentative and alternative communication (AAC) systems for individuals with severe expressive and/or language comprehension disorders, such as autism spectrum disorder or progressive neurological disorders.
- Consultant will complete formal and informal assessments in accordance with the mandated Federal, State, and/or District timelines.
- Consultant will monitor, assess and adjust therapy in response to student issues, needs and progress.
- Consultant will administer, score and interpret diagnostic tests to identify language, speech and other related communication needs of students.
- Consultant will place students in appropriate treatment and or a therapeutic program to develop and implement remedial strategies, goals, objectives, schedules and techniques.
- Consultant will conduct observations when necessary.
- Consultant will organize and provide, in writing, assessment results to case managers in a timely manner prior to the IEP.
- Consultant will prepare and maintain a variety of records, reports and files related to students, disabilities, assessments, therapy, progress and assigned activities.
- Consultant will complete and provide required billing documentation.
- Consultant will collaborate with parents, students, and school professionals as it relates to student success.
- Consultant will refer parents to community resources, health agencies and outside therapy services as appropriate.
- Consultant will screen students for possible speech and language concerns, either parent or teacher requested.
- Consultant will act as a resource for teachers and parents.

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

Subtotal (9 items): **\$6,788<sup>10</sup>**



Review & Payment

**i Important Information about your Delivery!**

Your order will be delivered curbside on a full size 18 wheeler.

**View Details & Options**

**i You are responsible for:** Bringing the shipment into your location and noting damaged or missing items on the carrier's delivery receipt

Billing Address


Erin Feeley  
Bella Mente Charter School  
1737 W Vista Way  
Vista, CA 92083  
United States  
(760) 621-8931

Shipping Address

Erin Feeley  
Bella Mente Charter School  
1737 W Vista Way  
Vista, CA 92083-2112  
United States  
(760) 621-8931



**Regency 24" x 72" 16 Gauge Type 304 Stainless Steel Enclosed Base Sliding Door Table with Drawers and 6" Backsplash**

 This product can expose you to chemicals including lead, which are known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov).

Estimated Delivery: Mon, Jun 06 - Wed, Jun 08    [Ships Common Carrier](#)

QTY:  
Qty: 7

TOTAL:  
**\$8,673.00**



**Save \$682.98 on shipping today** with our new WebstaurantPlus shipping subscription!

[Learn More](#)

Shipping & Handling ?

\$975.77: Common Carrier w/ Liftgate

FREE Call Before Delivery ?



Tax ?

\$715.53

Using A Freight Forwarder? ?



**Total** (USD)

**\$10,364.30**

## Payment Method

[Change Payment Method](#)

**Credit Card**

**Use Saved Credit Card**

**Add Card**

By placing your order, you agree to WebstaurantStore's [conditions of use](#)

## Use Our Live Chat

Mon-Thur 24 Hours, Fri 12AM-8PM EST  
Sat & Sun 9AM-4PM EST



Email your questions to  
[help@webstaurantstore.com](mailto:help@webstaurantstore.com)



Have a question?  
**Check out our [FAQs](#)**



### Traducción Española

[Cómo ordenar por nuestra página](#)  
[Información importante acerca de su entrega](#)

Use this number when contacting  
customer service about cart issues:

Your Cart ID: **CYZ4JS**



## ✓ Rewards

- ✓ **Earn 3% Back**  
per \$1 spent at WebstaurantStore<sup>1</sup>
- ✓ **50% Off** a Plus Membership
- ✓ **Earn 5,000 points<sup>1</sup>**  
a \$50 value after first purchase  
LIMITED TIME OFFER | Apply By 6/30/22

[Learn More](#)



Review & Payment

**i** Important Information about your Delivery!

Your order will be delivered curbside on a full size 18 wheeler.

**View Details & Options**

**i** **You are responsible for:** Bringing the shipment into your location and noting damaged or missing items on the carrier's delivery receipt

Billing Address


Erin Feeley  
Bella Mente Charter School  
1737 W Vista Way  
Vista, CA 92083  
United States  
(760) 621-8931

Shipping Address

Erin Feeley  
Bella Mente Charter School  
1737 W Vista Way  
Vista, CA 92083-2112  
United States  
(760) 621-8931



Noble Warewashing I-E Single Rack Low Temperature Door-Type Dish Machine - 115V

 This product can expose you to chemicals including lead, which are known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov).

Estimated Delivery: Mon, Jun 06 - Wed, Jun 08 *plus* Free Shipping [Ships Common Carrier](#)

QTY:  
Qty: 1

TOTAL:  
**\$3,339.00**

Subtotal

\$3,339.00

Shipping & Handling 

\$45.00: Common Carrier w/ Liftgate

FREE Call Before Delivery ?



Tax ?

\$275.47

Using A Freight Forwarder? ?



**Total** (USD)

**\$3,659.47**

## Payment Method

[Change Payment Method](#)

**Credit Card**

Use Saved Credit Card

[Add Card](#)

By placing your order, you agree to WebstaurantStore's [conditions of use](#)

## Use Our Live Chat

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Sat & Sun 9AM-4PM EST



Email your questions to  
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Your Cart ID: **CYZ4JS**





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- ✓ **Earn 3% Back**  
per \$1 spent at WebstaurantStore<sup>1</sup>
- ✓ **50% Off** a Plus Membership
- ✓ **Earn 5,000 points<sup>1</sup>**  
a \$50 value after first purchase  
LIMITED TIME OFFER | Apply By 6/30/22

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Review & Payment

**i** Important Information about your Delivery!

Your order will be delivered curbside on a full size 18 wheeler.

[View Details & Options](#)

**i** **You are responsible for:** Bringing the shipment into your location and noting damaged or missing items on the carrier's delivery receipt

Billing Address


Erin Feeley  
Bella Mente Charter School  
1737 W Vista Way  
Vista, CA 92083  
United States  
(760) 621-8931

Shipping Address

Erin Feeley  
Bella Mente Charter School  
1737 W Vista Way  
Vista, CA 92083-2112  
United States  
(760) 621-8931



Beverage-Air PRD3HC-1AS 78" Stainless Steel Solid Door Pass-Through Refrigerator

 This product can expose you to chemicals including lead, which are known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov).

Usually Ships in 4 Months   *plus*   Free Shipping   [Ships Common Carrier](#)

QTY:  
Qty: 1

TOTAL:  
**\$11,619.00**

Subtotal

\$11,619.00

Shipping & Handling 

\$45.00: Common Carrier w/ Liftgate

FREE Call Before Delivery ?



Tax ?

\$958.57

Using A Freight Forwarder? ?



PO Number:

Enter PO Number...

**Total** (USD)

**\$12,622.57**

## Payment Method

[Change Payment Method](#)

**Credit Card**

**Use Saved Credit Card**

**Add Card**

By placing your order, you agree to WebstaurantStore's [conditions of use](#)

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Your Cart ID: **CYZ4JS**



## ✓ Rewards

- ✓ **Earn 3% Back**  
per \$1 spent at WebstaurantStore<sup>1</sup>
- ✓ **50% Off** a Plus Membership
- ✓ **Earn 5,000 points<sup>1</sup>**  
a \$50 value after first purchase  
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Variation ID:

Shipping & Billing

Review & Payment

Order Confirmation

Review & Payment

**i** Important Information about your Delivery!

Your order will be delivered curbside on a full size 18 wheeler.

**View Details & Options**

**i** **You are responsible for:** Bringing the shipment into your location and noting damaged or missing items on the carrier's delivery receipt

Billing Address


Erin Feeley  
Bella Mente Charter School  
1737 W Vista Way  
Vista, CA 92083  
United States  
(760) 621-8931

Shipping Address

Erin Feeley  
Bella Mente Charter School  
1737 W Vista Way  
Vista, CA 92083-2112  
United States  
(760) 621-8931



Cres Cor CCB-150 Two Door Mobile Heated Banquet Cabinet

 This product can expose you to chemicals including lead, which are known to the State of California to cause cancer, birth defects, or other reproductive harm. For more information, go to [www.p65warnings.ca.gov](http://www.p65warnings.ca.gov).

Usually ships in 4-5 weeks   *plus*   Free Shipping   [Ships Common Carrier](#)

QTY:  
Qty: 1

TOTAL:  
**\$10,972.00**

Subtotal

\$10,972.00

Shipping & Handling 

\$45.00: Common Carrier w/ Liftgate

FREE Call Before Delivery ?



Tax ?

\$905.19

Using A Freight Forwarder? ?



PO Number:

Enter PO Number...

**Total** (USD)

**\$11,922.19**

## Payment Method

[Change Payment Method](#)

**Credit Card**

**Use Saved Credit Card**

**Add Card**

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Sat & Sun 9AM-4PM EST



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[help@webstaurantstore.com](mailto:help@webstaurantstore.com)



Have a question?  
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Use this number when contacting  
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Your Cart ID: **CYZ4JS**





## ✓ Rewards

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per \$1 spent at WebstaurantStore<sup>1</sup>
- ✓ **50% Off** a Plus Membership
- ✓ **Earn 5,000 points<sup>1</sup>**  
a \$50 value after first purchase  
LIMITED TIME OFFER | Apply By 6/30/22

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Variation ID:



## Schedule A

# SALES ORDER

Company Address: 121 NW Everett Street  
Portland, OR 97209  
License Start Date: 07/01/2022  
License End Date: 06/30/2025

Created Date: 05/23/2022  
Quote Number: 00061982  
Partner ID: 17797

Prepared By: Jennifer Thompson  
Phone: 503-548-5090  
Email: jennifer.thompson@nwea.org

Contact Name: Erin Feeley  
Phone: (760)593-7731  
Email: efeeley@bellamentecharter.org

Bill To Name: Bella Mente Montessori  
Academy  
Bill To Address: 1737 W. Vista Way  
Vista, CA 92083

Ship To Name: Bella Mente Montessori  
Academy  
Ship To Address: 1737 W Vista Way  
Vista, CA 92083-2112

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
Year 1 07/01/2022 - 06/30/2023					
MAP Growth K-12	\$14.50	\$12.00	400	\$4,800.00	-\$1,000.00
<b>Subtotal Year 1</b>				<b>\$4,800.00</b>	
Year 2 07/01/2023 - 06/30/2024					
MAP Growth K-12	\$14.50	\$12.00	400	\$4,800.00	-\$1,000.00
<b>Subtotal Year 2</b>				<b>\$4,800.00</b>	
Year 3 07/01/2024 - 06/30/2025					
MAP Growth K-12	\$14.50	\$12.00	400	\$4,800.00	-\$1,000.00
<b>Subtotal Year 3</b>				<b>\$4,800.00</b>	

Quote Discount -\$3,000.00  
Quote Subtotal \$14,400.00  
Estimated Tax \$0.00  
**Grand Total \$14,400.00**

### Terms and Conditions

This Schedule A is subject to the Master Subscription Agreement attached hereto as Attachment 1 (the "Agreement"). By signing this Schedule A you agree to be bound by the terms of the Agreement. This Schedule A takes precedence over any conflicting terms in the Agreement.

**Subscription Period: 3 years.** At the expiration of the Subscription Period noted herein, this Schedule will automatically expire.

### Invoicing and Payment Terms:

Subscription Period	Fee Schedule
7/1/2022 – 6/30/2025	\$ 14,400
<b>Total Fees Due:</b>	<b>\$ 14,400</b>

Subscriber will receive an invoice on the day the Subscription Period starts and will pay in accordance with the terms of the Agreement.

**Termination:** This Agreement remains in effect until terminated. Neither party may terminate this Agreement without cause. In the event that after the first 12 months of a Subscription Period or during a Renewal Period the amount necessary to pay the Fee, or Fees, are not included in Subscriber's budget appropriation for the applicable period, Subscriber may terminate the current Order Form, provided that Subscriber (a) uses best efforts to seek and obtain the necessary amount to

meet Subscriber's payment obligations hereunder in each applicable budget appropriation; (b) notifies NWEA of its intent to terminate the agreement within 60 days after the applicable budget appropriation is approved and no later than 30 days prior to the end of the Initial Period or the Renewal Period, as the case may be, and (c) does not, and hereby agrees that Subscriber will not, seek and obtain replacement software or services that are the same as or similar to the Software and Services during the applicable appropriation period.

**General.** If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address, or specify changes to your account manager.

## Signature

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

Date: \_\_\_\_\_ Title \_\_\_\_\_

## Attachment 1

### MASTER SUBSCRIPTION AGREEMENT

This Agreement is between **NWEA**, an Oregon non-profit corporation with a business address located at 121 NW Everett Street, Portland, Oregon 97209, and **Subscriber**.

The parties agree as follows:

#### **1. Definitions.**

**1.1 Anonymized Data:** means any Student Education Record rendered anonymous in such a manner that the student is no longer identifiable. For example, this includes non-identifiable student assessment data and results, and other metadata, testing response times, scores (e.g. goals, RIT), NCES codes, responses, item parameters, and item sequences that result from the Services.

**1.2 Assessment System:** means, to the extent included in an applicable Schedule, the following assessment, reporting, and administration systems: (i) MAP® Growth; (ii) MAP® Skills; or (iii) MAP® Reading Fluency, each a product ("Product"). Assessment System excludes Subscriber's operating environment and any other systems not within NWEA's control.

**1.3 Content:** means test items, including images, text, graphs, charts, and pictures.

**1.4 Deidentified Data (Pseudonymized Data):** means a Student Education Record processed in a manner in which the Student Education Record can no longer be attributed to a specific student without the use of additional information, provided that such additional information is kept separately using technical and organizational measures.

**1.5 Documentation:** means Product documentation made available to Subscriber by NWEA, which includes technical manuals, but excludes any marketing materials or brochures.

**1.6 FERPA:** means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time.

**1.7 GRD:** means the Growth Research Database used to generate longitudinal studies, alignment studies, linking studies, norming studies, and other research reports that Subscriber and other subscribers may receive.

**1.8 NWEA Confidential Information:** means all NWEA non-public, proprietary or confidential information, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as confidential, including without limitation all NWEA Content, test scripts, underlying ideas, algorithms, item calibrations, concepts, procedures, processes,

principles, know-how, and methods of operation that comprise the Services, including updates, enhancements, modifications, and improvements.

**1.9 Reporting:** means Product reports, learning statements, research studies, and scoring.

**1.10 Schedule:** means one or more applicable order schedules or other order documents, including, upon renewal, any confirmation page generated by NWEA's online account renewal portal, which are considered incorporated into this Agreement

**1.11 Security Breach:** has the meaning ascribed to that term by the applicable state law, or, if not defined by state law, means actual evidence of a confirmed unauthorized acquisition of, access to, or unauthorized use of any Student Education Record(s).

**1.12 Services:** means the Assessment System, Content, Documentation, Product training, professional learning, Reporting, Software, GRD, and other services as described in this Agreement and set forth in an applicable Schedule.

**1.13 Software:** means (i) any web-based or client-server software made available to Subscriber by NWEA; (ii) a lockdown browser sublicensed through NWEA from a third party that facilitates access to the Services; (iii) NWEA software that supports client server assessments; and (iv) any other software set forth in the Supplemental Terms.

**1.14 Student Education Record:** means personally identifiable information of Subscriber's students as defined by FERPA and any applicable state law.

**1.15 Supplemental Terms:** means the Services-specific terms available at <http://legal.nwea.org/supplementalterms.html> which are incorporated herein by reference.

**1.16 Systems Administrator:** means the Subscriber-designated individual who, within the Assessment System, is authorized to: (i) modify assessment preferences for Subscriber; (ii) create and modify user profiles for roles including lead roles (i.e. data administrator, assessment coordinator); and (iii) declare testing complete for Subscriber.

**2. Grant of License.** NWEA grants to Subscriber a nonexclusive, nontransferable, limited license to access, use, display, and install or download a copy, as needed, of the Services solely

for Subscriber's internal use. The license is effective for a period of one (1) year commencing on the date NWEA makes the Software available to Subscriber, unless otherwise specified in an applicable Schedule. The Services extend only to the quantity indicated on an applicable Schedule. Subscriber acknowledges Product limitations on the number of test events per academic year (see Supplemental Terms).

**3. Protection from Unauthorized Use or Access.** Subscriber shall not: (i) copy, distribute, reproduce, resell, publish, license, create derivative works, transfer, rent, lease, or sublicense any or all of the Services; (ii) exploit for any commercial purposes any portion of the Services or permit use of the Services by anyone not employed by or under the control of Subscriber; (iii) remove any proprietary notices or labels from the Services; (iv) use the Services in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, the Services. Subscriber shall use reasonably secure measures to prevent unauthorized use (e.g., copying test items) by its end users. Further, Subscriber shall reproduce all copyright, trademark, and other proprietary notices and legends on each copy, or partial copy, of the Services. Subscriber will deactivate and remove from any equipment under its control any prior versions of the Services.

**4. Ownership.** The Services are owned and copyrighted by NWEA and are licensed through this Agreement to Subscriber, except certain Software is sublicensed from an NWEA supplier. All right, title, and interest in the Services and all copies, updates, enhancements, modifications, and improvements, along with all associated intellectual property rights, remain with NWEA, regardless of either: (i) the source giving rise to the intellectual property; or (ii) any modifications or adaptations made for the benefit of Subscriber. The Services, and all updates, enhancements, modifications, and improvements, are protected by United States and international intellectual property laws and treaties. Subscriber is not granted any license to use NWEA's or its suppliers' trade or service marks. Additionally, NWEA retains all right, title, and interest in its trade and service marks. Subscriber shall allow NWEA to use, without restriction or royalty obligation, any comments, suggestions, or contributions provided by Subscriber with respect to the Services. Subscriber grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions, or contributions.

**5. NWEA Confidential Information.** Subscriber shall not use, disclose, or distribute any

NWEA Confidential Information, directly or indirectly, without the prior written consent of NWEA, except that NWEA authorizes Subscriber to disclose NWEA Confidential Information: (i) to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure; and (ii) as required by applicable federal, state, or local law, regulation, or a Legal Order. Before making any disclosure under Section 5(ii), Subscriber shall provide NWEA: (a) prompt written notice of such requirement so that NWEA may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at NWEA's cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required in this Section, the Subscriber remains subject to a Legal Order to disclose any NWEA Confidential Information, the Subscriber (or its representatives or other persons to whom such Legal Order is directed) may disclose no more than that portion of the NWEA Confidential Information which, on the advice of Subscriber's legal counsel, specifically requires the Subscriber to disclose. For any such disclosure, Subscriber shall use best efforts to obtain written assurances from the applicable court or agency that such NWEA Confidential Information will be afforded confidential treatment.

**6. Student Education Records.**

**6.1 Privacy - Student Education Records.**

Subscriber shall comply with all applicable federal and state laws regarding use, access, and disclosure of Student Education Records. The foregoing obligation includes but is not limited to, Subscriber's compliance with its policies regarding parental and guardian consents required for NWEA and its contractors to provide Services to Subscriber under this Agreement. NWEA and Subscriber acknowledge that NWEA will collect, use and disclose Student Education Records consistent with the [NWEA Privacy Policy – Assessment System](#).

**6.2 Subscriber's Ownership of Student Education Records.** Subscriber owns the Student Education Records.

**7. FERPA.** In accordance with FERPA, NWEA may maintain and use Student Education Records to perform the Services and may disclose Anonymized Data to third parties for legitimate educational research. Subscriber is responsible for any notices to parents required under FERPA and for providing parents and guardians with an opportunity to inspect and challenge the contents of a Student Education Record. If NWEA receives a request from a parent or guardian challenging the content of a Student Education Record maintained by NWEA,

NWEA shall contact Subscriber to validate the identity of the parent or guardian and student and request instructions regarding corrective action to be taken, if any. Once validated, NWEA shall correct the erroneous Student Education Record as directed by Subscriber in writing.

**8. GRD.** Subscriber authorizes NWEA to use Student Education Records in the GRD, commencing on the Effective Date or upon the date that Subscriber used or ordered Services, whichever is earlier. NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Agreement survive the termination of this Agreement and any renewals. As described in Section 15, NWEA will maintain Student Education Records after termination of this Agreement for Services which may include, but are not limited to, Subscriber's access to Reporting and research-related Services and to validate the authenticity of data in such Reporting. If NWEA receives Subscriber's written request to opt out of participation in the GRD, NWEA will deidentify Student Education Records in the GRD. As a result of opting out of the GRD, certain research reports are unavailable to Subscriber due to the inability to accurately link student data with research data. Subscriber's written request must be sent via email to [legalservices@nwea.org](mailto:legalservices@nwea.org) and include the following: (i) requestor's name, title and contact information; (ii) the name of requesting school or entity with NCES #; (iii) a request to deidentify Student Education Records in the GRD; and (iv) an attestation that requestor is duly authorized and has legal capacity to execute the request.

**9. Security and Privacy Obligations.**

**9.1 Subscriber Responsibilities.**

Subscriber is solely responsible for configuring role-based access for its employees and authorized third parties to Student Education Records within the Assessment System and for ensuring the security and availability of Subscriber's own passwords, computers, computer networks, and internet connections, including security patches, choice of browser and browser configuration settings to be used with the Assessment System, email, and other transmissions. Subscriber acknowledges that its Systems Administrator controls the access and security points of the Assessment Systems. Annually, Subscriber shall remove any inactive Systems Administrators and confirm to NWEA the names of its active Systems Administrators. The Assessment System may contain mechanical or electronic methods to prevent unauthorized use or distribution of the Services. Subscriber shall not disable or circumvent such control devices. Subscriber acknowledges that the validity and accuracy of the Reporting depends upon the accuracy and

completeness of the class roster file Subscriber submits.

**9.2 NWEA Responsibilities.** Subject to the limitations of warranty set forth in Section 18 of the Agreement, NWEA shall implement administrative, physical, and technical safeguards to protect Student Education Records from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices to protect the confidentiality, integrity, and availability of Student Education Records. NWEA has an incident response program that specifies the actions to be taken in the event of a Security Breach. NWEA shall notify Subscriber by email or telephone in accordance with applicable state law or without unreasonable delay, whichever occurs sooner, after a Security Breach. In the event of a Security Breach, Subscriber shall cooperate fully with NWEA so that NWEA can comply with its notification obligations to the affected parent(s), legal guardian(s), eligible student(s), or any other parties for which notification by NWEA is required under applicable state law. More information regarding NWEA's information security program can be found in our [MAP® Growth™ Security Whitepaper](#).

**10. Fees and Taxes.** Subscriber shall pay the fees set forth on the applicable Schedule. Subscriber is solely responsible for any personal property taxes, value added taxes, local licensing fees, or local taxes related to or resulting from NWEA's delivery of Services under this Agreement. If Subscriber is a tax-exempt entity, Subscriber shall send NWEA written evidence of such tax exemption and any other documentation as NWEA may reasonably request related to assessing taxes applicable to Subscriber. Unless otherwise required by applicable laws governing the activities of Subscriber pursuant to this Agreement, the Subscriber shall collect, withhold, or otherwise pay all taxes, charges and financial assessments charged by and due and payable to any local, regional, or national government in the country where the Subscriber is located.

**11. Billing; Payment; and Orders.** Subscriber shall use its best efforts to determine the number of students to be tested by Subscriber. NWEA shall send an invoice based on the applicable Schedule to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via a wire transfer. Subscriber must contact NWEA at [accountsreceivable@nwea.org](mailto:accountsreceivable@nwea.org) for wire transfer instructions. If Subscriber overestimates the number of students tested, NWEA is not obligated to refund any fees. If, however, Subscriber underestimates the



number of students tested, NWEA may submit an amended invoice to capture the additional students tested, and Subscriber shall pay the variance within 30 days of the amended invoice date. Any purchase order, credit card order, or other order document with sufficient information for NWEA to process the order that is accepted by NWEA will be governed by this Agreement, provided however, the terms and conditions in any purchase order accepted by NWEA shall not be binding upon NWEA and shall not modify the terms of this Agreement.

**12. Amendments and Renewals.**

Notwithstanding anything to the contrary, terms of any purchase orders or written authorizations issued by Subscriber or any other communications which are additional to or inconsistent with this Agreement are not binding unless NWEA expressly assents to such terms in writing. Such renewals and expansions are governed by this Agreement (including all NWEA order forms). The conditions of payment described in Sections 10 and 11 apply to all renewals and expansions. Subscriber shall make all payments under this Agreement to NWEA.

**13. Product Training.** If Subscriber is new to the Services, Subscriber's teachers and staff administering the Services must, at Subscriber's cost, participate in NWEA introductory product training before testing begins (e.g. MAP Admin Workshop if Subscriber subscribes to MAP Growth or Client Server MAP). Before testing commences, Subscriber shall assign a member of its staff to coordinate the logistics of setting up the training. If Subscriber experiences staff change that affects the administration of the Services, Subscriber shall promptly notify NWEA in writing. NWEA may require Subscriber to send any new staff to introductory NWEA product training.

**14. Publicity.** Subscriber consents to NWEA's use of and references to Subscriber's name, directly or indirectly, in NWEA's marketing and training materials.

**15. Termination and Remedies.** This Agreement remains in effect until terminated in accordance with this section. Either party may terminate by providing the other party thirty (30) days written notice of its intent to terminate for convenience. NWEA may terminate immediately without prior notice to Subscriber upon Subscriber's breach of this Agreement. Upon termination for any reason, NWEA is under no obligation to refund any fees paid by Subscriber for the Services. NWEA may seek any legal or equitable remedy available against Subscriber for breach of the terms of this Agreement, including without limitation, injunctive relief and specific performance. After termination of the Agreement, NWEA shall continue to maintain Student

Education Records until: (i) NWEA receives Subscriber's written request to destroy Student Education Records via email to [legalservices@nwea.org](mailto:legalservices@nwea.org) that includes requestor's name, title, contact information, name of requesting school or entity with NCES #, and attestation that Subscriber is duly authorized and has legal capacity to execute the request; and (ii) NWEA confirms the information in Subscriber's written request. Thereafter, NWEA shall destroy the Student Education Records without undue delay or as otherwise required under applicable state law. Subscriber understands and agrees that if NWEA destroys Subscriber's Student Education Records, NWEA will not be able to provide such data to Subscriber after its destruction.

**16. Support.** NWEA will provide to Subscriber limited support, updates, enhancements, modifications, improvements, and maintenance services.

**17. Scheduled Maintenance.** NWEA has system maintenance periods throughout the year that affect Subscriber's use of the Services, including Subscriber's ability to (i) upload or download student and test data; (ii) access Reporting; or (iii) interact with any of NWEA's websites. NWEA provides notice of regularly scheduled maintenance at NWEA.org (<https://www.nwea.org>). NWEA may perform emergency maintenance at any time without notice.

**18. Limited Warranty.**

**18.1 Performance Warranty.** NWEA warrants, during the subscription period, that the Product(s), as delivered by NWEA and when used in accordance with the Documentation and the terms of this Agreement, will substantially perform in accordance with the Documentation. If any Product does not operate as warranted and Subscriber has provided written notice of the non-conformity to NWEA within thirty (30) days of discovery of such non-conformity, NWEA shall at its option (i) repair the applicable Product; (ii) replace the applicable Product with a system of substantially the same functionality; or (iii) terminate the license to the non-conforming Product and provide Subscriber a pro-rata refund representing the portion of any fees previously paid for the unused portion of the terminated license for such Product measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the Assessment System resulting from (a) use of the Assessment System in a manner not in accordance with the Documentation except as otherwise authorized in writing by NWEA; (b) modifications or enhancements to the Assessment System made by or on behalf of Subscriber except as otherwise authorized in writing by NWEA; (c) combining the

Assessment System with products, software or devices not provided by NWEA; (d) improper or inadequate maintenance of Subscriber's own computers, computer networks, operating environment, security programs, and internet connections; or (e) computer hardware malfunctions, unauthorized repair, accident, or abuse.

**18.2 Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 18, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE OR USE; (iii) QUALITY; (iv) PRODUCTIVENESS; OR (v) CAPACITY, OR THAT THE OPERATION OF THE SERVICES IS ERROR-FREE. EXCEPT AS PROVIDED HERE, THE ENTIRE RISK AND LIABILITY ARISING OUT OF USE OF THE SERVICES REMAINS WITH SUBSCRIBER. THERE IS NO WARRANTY FOR DATA SECURITY OR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) RESULTING FROM ANY ACTION OR INACTION OF SUBSCRIBER OR ANY THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS. NWEA CANNOT CONTROL PERFORMANCE OF THE SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA'S NETWORK OR OVER THE INTERNET, WHICH DEPEND IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET. ALTHOUGH NWEA USES COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. THE REMEDIES SET FORTH IN THIS SECTION 18 ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES AND NWEA'S SOLE AND EXCLUSIVE LIABILITY REGARDING THE PRODUCTS AND SERVICES FAILURE TO PERFORM AS WARRANTED IN THIS SECTION 18.

**19. Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT IS NWEA LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER,

INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NWEA'S ENTIRE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE PRODUCT IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THIS LIMITATION ALSO APPLIES TO NWEA'S DEVELOPERS AND SUPPLIERS OF THE SERVICES AND IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**20. Indemnification.**

**20.1 By Subscriber.** Except to the extent limited by applicable law, Subscriber shall indemnify, defend, and hold harmless NWEA and NWEA's officers, directors, employees, agents, and representatives, from and against any third party claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from (i) any breach of this Agreement by Subscriber or any of its employees or agents; or (ii) any use of the Services.

**20.2 By NWEA.** If all the conditions in this section are met, NWEA shall (i) defend Subscriber against claims made by an unaffiliated third party that the Assessment System infringes its US patent, copyright, or trademark; and (ii) pay the amount of any resulting adverse final judgment against Subscriber (after any appeals) or settlement to which NWEA consents. Subscriber must notify NWEA promptly in writing of the claim. Subscriber must also give NWEA sole control over its defense and settlement. Subscriber shall provide NWEA with reasonable assistance in defending the claim. NWEA's obligations under this Section will not apply to the extent the claim (or adverse final judgment) is based on: (a) Subscriber using the Assessment System after NWEA has informed Subscriber to discontinue use due to such a claim; (b) the

combination or use of the Assessment System with non-NWEA information, data, or materials except as otherwise authorized in writing by NWEA; (c) modification of the Assessment System except as otherwise authorized in writing by NWEA; (d) use of NWEA's trademark(s) without express written permission; or (e) Subscriber's acts or omissions which result in a claim under this Section. If NWEA receives information about a claim under this Section related to the Assessment System in whole or in part, NWEA may do any of the following, at its discretion and expense: (i) procure the right to continue its use; (ii) replace the infringing portion of the Assessment System with a functional equivalent; (iii) modify the infringing portion of the Assessment System to make it non-infringing (if NWEA does this, Subscriber will stop using the allegedly infringing portion of the Assessment System immediately); or (iv) terminate this Agreement. Notwithstanding anything to the contrary, NWEA's commitment under this Section is Subscriber's exclusive remedy for third-party infringement and trade secret misappropriation claims. Nothing in this section obligates NWEA to indemnify Subscriber from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of Subscriber, its officers, employees, or agents.

**21. Evaluation License.** This Section 21 applies if NWEA has provided the Services (including but not limited to Assessment System, Reporting, and/or Software) to Subscriber for evaluation purposes. NWEA grants Subscriber a thirty (30) day (or as otherwise indicated by NWEA in writing) limited license to use such Services solely for the purposes of evaluation. NWEA is not obligated to provide support for the evaluation Services. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES PROVIDED FOR EVALUATION MAY FUNCTION FOR A LIMITED PERIOD OF TIME, HAVE LIMITED FEATURES, AND HAVE OTHER LIMITATIONS NOT CONTAINED IN A COMMERCIAL VERSION OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NWEA IS PROVIDING THE SERVICES "AS IS", AND NWEA DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 21 AND OTHER TERMS OF THIS AGREEMENT, THIS SECTION 21 WILL SUPERSEDE SUCH TERMS

WITH RESPECT TO THE SERVICES LICENSED TO SUBSCRIBER FOR EVALUATION PURPOSES.

**22. Miscellaneous.**

**22.1 Force Majeure.** Neither party is liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial dispute, act of nature, computer-related crimes (including, but not limited to, denial of service attacks), epidemic, act or omission of a third-party vendor or supplier, equipment failure, public enemy of government, failure of telecommunications, system malfunction, or other casualty.

**22.2 Waiver and Severability.** Waiver of any default or breach under this Agreement by NWEA does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, the parties intend that the remainder of this Agreement nevertheless remains in full force and effect. Upon a determination that any term or provision is illegal or unenforceable, the court may modify this Agreement to affect the original intent of the parties as closely as possible.

**22.3 No Third-party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.

**22.4 Survival.** The following sections survive any termination of this agreement or the termination of any license granted under this agreement: 1, 3, 4, 5, 6, 7, 8, 9.1, 14, 15, 18, 19, 20.1, 22.2, 22.3, 22.4, 22.5, 22.9, 22.10, 22.11, and 22.12.

**22.5 Entire Agreement; Order of Precedence.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. The terms of this Agreement apply to all order documents, including but not limited to purchase orders and credit card orders, accepted by NWEA, and this Agreement will supersede any inconsistent or different pre-printed terms of any such order document. If there is a conflict among any of the terms of this Agreement, the parties intend that it be resolved by giving precedence to Agreement documents in the following order (i.e. the earlier listing governing the later): (i) any Supplemental Terms to the extent related to Services described in an applicable Schedule; (ii) this Agreement without any Schedules or Supplemental



Terms; (iii) the most recent Schedule; followed by (iv) any other Schedules in reverse chronological order.

**22.6 Assignment.** Subscriber may not assign this Agreement to any third party without the prior written consent of NWEA, which consent shall not be unreasonably withheld.

**22.7 Binding.** This Agreement binds and inures to the benefit of each party and its respective successors and approved assigns, if any.

**22.8 Merger or Sale of NWEA.** If either (i) NWEA and a third-party merge; or (ii) NWEA is sold to a third party, then the surviving or resulting entity shall maintain the Student Education Records in accordance with this Agreement, if the entity is subject to this Agreement.

**22.9 Representation of Signatories.** Each person signing this Agreement represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Agreement for its respective party.

**22.10 Notices.** Any notice required under this Agreement shall be in writing and effective when (i) delivered personally against receipt, (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (iii) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (iv) delivered by email to an email address designated by the recipient, or (v) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this section.

**22.11 Controlling Law and Venue.** Unless the law of the jurisdiction where Subscriber is domiciled requires otherwise, the parties intend that this Agreement be construed and controlled by the laws of the State of Oregon, U.S.A., without giving effect to principles of conflict of laws. Notwithstanding anything to the contrary, the United Nations Convention on Contracts for the International Sale of Goods, Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to this Agreement. Any litigation arising out of this Agreement must be conducted in courts located in Multnomah County, Oregon.

**22.12 Attorney Fees.** If any lawsuit is instituted to interpret, enforce, or rescind this Agreement, the prevailing party on a claim may recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses incurred in connection with the lawsuit, the collection of any award, or the enforcement of any order as determined by a judge.

**22.13 Counterparts.** The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute

one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

**22.14 Vendor Status and Independent Contractor.** NWEA provides Services within its normal business operations and operates in a competitive environment. The Services constitute a vendor relationship, as defined by OMB Circular A-133 and, therefore, any monies to pay for this Agreement are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees are Subscriber's employees. Nothing contained in this Agreement creates or implies an agency relationship, joint venture, or partnership between the parties.

**22.15 UK Bribery Act.** Each party agrees to comply with the UK Bribery Act. Subscriber acknowledges and agrees that Subscriber has not received, requested, been offered, agreed, paid or promised, any offer, promise or gift of any financial or other advantage from and to any person that would constitute a violation under the UK Bribery Act, or which would have influenced or secured any business or other advantage to NWEA.



# Quote

Created By Matthew Toth

Created Date 5/26/2022

Contact Name Erin Feeley

Account Name Bella Mente Montessori Academy

Phone 760-621-8931

Billing Address 1737 W. Vista Way Vista, CA 92083

Email efeeley@bellamentecharter.org

Product	Quantity	Retail Price	Sales Price	Total Price
STOPit Out of Hours Service	School Wide	\$500	\$500	\$500

Grand Total \$500.00

## Terms

Expiration Date 7/30/2022

Payment Terms: Net 30 Days

Payment Options: Purchase Order, Check, Credit Card

All fees stated in USD. Applicable taxes are additional.

Notes Out of Hours Service Only.

## Next Steps

Please contact your STOPit representative and we will send our Order Form and Agreement (if applicable) for execution via DocuSign.

# EMS LINQ INC

www.linq.com

800.541.8999

# INVOICE

Invoice: C-104398

Date: 07/01/2022

Page: 1

Bill To:

Bella Mente Montessori Academy

1737 W Vista Way

Vista, California 92083



**TITAN**  
A LINQ SOLUTION

CUSTOMER NUMBER	CUSTOMER PO		PAYMENT TERMS	
C-05054			Net 30	
SALES REP	MESSAGE	CONTRACT START	CONTRACT END	DUE DATE
		07/01/2022	06/30/2023	07/31/2022

QTY	ITEM	DESCRIPTION	MEMO	UNIT PRICE	AMOUNT
1	TSTU100-75	Student Management w/Application Processing (TSTU100-75)		\$477.92	\$477.92
1	TPOS100-75	Point of Service (TPOS100-75)		\$212.18	\$212.18
				<b>SUBTOTAL</b>	<b>\$690.10</b>
				<b>Sales Tax</b>	<b>\$0.00</b>
				<b>TOTAL</b>	<b>\$690.10</b>

Remit To:  
EMS LINQ INC  
PO BOX 745000  
ATLANTA, GA 30374-5000

ACH Payments:  
Routing: 021052053  
Account: 99781407  
Name on Account: EMS LINQ INC

Prepared By: Swaapnika Ubba  
 Customer Name: Bella Mente Montessori Academy  
 Contract Term: 12 Months  
 Start Date: 1-JUL-2022  
 End Date: 30-JUN-2023  
 Billing Frequency: Annually

Customer Contact: Erin Feeley  
 Title: Executive Director  
 Address: 1737 W Vista Way  
 City: Vista  
 State/Province: California  
 Zip Code: 92083  
 Phone #: (760) 621-8948

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			
PowerSchool SIS Hosted Subscription	411.00	Students	USD 5,022.42
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 472.31

License and Subscription Totals: **USD 5,494.73**

#### Quote Total

<b>Initial Term</b>	<b>1-JUL-2022 - 30-JUN-2023</b>
<b>Payment Total</b>	<b>USD 5,494.73</b>

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. 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 the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/), as may be amended.

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

POWERSCHOOL GROUP LLC

Signature:

A handwritten signature in dark ink, appearing to read "Eric Shander", is written over a faint, light-colored rectangular stamp or watermark.

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 20-MAR-2022

PO Number: \_\_\_\_\_

Bella Mente Montessori Academy

Signature:

Printed Name:

Title:

Date:

Prepared By: Swaapnika Ubba  
 Customer Name: Bella Mente Montessori Academy  
 Contract Term: 12 Months  
 Start Date: 1-JUL-2022  
 End Date: 30-JUN-2023  
 Billing Frequency: Annually

Customer Contact: Erin Feeley  
 Title: Executive Director  
 Address: 1737 W Vista Way  
 City: Vista  
 State/Province: California  
 Zip Code: 92083  
 Phone #: (760) 621-8948

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2022 - 30-JUN-2023			
License and Subscription Fees			
PowerSchool Enrollment Charter for PS SIS	411.00	Students	USD 5,684.13

License and Subscription Totals: **USD 5,684.13**

#### Quote Total

<b>Initial Term</b>	<b>1-JUL-2022 - 30-JUN-2023</b>
<b>Payment Total</b>	<b>USD 5,684.13</b>

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. 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 the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/), as may be amended.

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

POWERSCHOOL GROUP LLC

Signature:

A handwritten signature in dark ink, appearing to read "Eric Shander", is written over a light gray rectangular background.

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 18-MAR-2022

PO Number: \_\_\_\_\_

Bella Mente Montessori Academy

Signature:

Printed Name:

Title:

Date:

Prepared By: Swaapnika Ubba  
 Customer Name: Bella Mente Montessori Academy  
 Contract Term: 12 Months  
 Start Date: 25-JUN-2022  
 End Date: 24-JUN-2023  
 Billing Frequency: Annually

Customer Contact: Erin Feeley  
 Title: Executive Director  
 Address: 1737 W Vista Way  
 City: Vista  
 State/Province: California  
 Zip Code: 92083  
 Phone #: (760) 621-8948

Product Description	Quantity	Unit	Extended Price
Initial Term 25-JUN-2022 - 24-JUN-2023			
License and Subscription Fees			
PowerSchool Ecollect Forms	411.00	Students	USD 1,385.07

License and Subscription Totals: **USD 1,385.07**

#### Quote Total

<b>Initial Term</b>	<b>25-JUN-2022 - 24-JUN-2023</b>
<b>Payment Total</b>	<b>USD 1,385.07</b>

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. 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 the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at [https://www.powerschool.com/MSA\\_Feb2022/](https://www.powerschool.com/MSA_Feb2022/), as may be amended.

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



POWERSCHOOL GROUP LLC

Signature:

A handwritten signature in dark ink, appearing to read "Eric Shander", is written over a light gray rectangular background.

Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 3-FEB-2022

PO Number: \_\_\_\_\_

Bella Mente Montessori Academy

Signature:

Printed Name:

Title:

Date:



2815 Second Avenue, Suite 400  
Seattle, WA 98121-3207 USA  
800-634-4449 FAX: 206-343-1445  
[orders@cfchildren.org](mailto:orders@cfchildren.org)

## Quote

Quote # 5026381  
Date 6/7/2022  
Customer ID 10307121

### Bill To

BELLA MENTE MONT ACADEMY  
1737 W VISTA WAY  
Vista CA 92083-2112  
United States

### Ship To

Erin Feeley  
BELLA MENTE MONT ACADEMY  
1737 W VISTA WAY  
Vista CA 92083-2112  
United States

### Requested By

Erin Feeley

### Ship To

Erin Feeley

### Setup Admin

Name: Eka Zoss  
Email:  
[ezoss@bellamentecharter.org](mailto:ezoss@bellamentecharter.org)

### Entered By

Jasmine Flores

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
903001	Second Step Grades K-8, Single-Site Pricing, 1-Year License		7/31/2022	7/31/2023	1	\$2,329.00	\$2,329.00
Renewing Subscription ID: 80016712							

Subtotal \$2,329.00  
Discount  
Shipping & Handling \$0.00  
Sales Tax\* (%) \$0.00

**TOTAL** \$2,329.00

Please remit in US Funds.

Make check payable to: Committee for Children

\*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to [orders@cfchildren.org](mailto:orders@cfchildren.org).

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at:  
<https://secondstep.org/license-agreements>

Prices valid for 30 days from quote date.

Please Include quote ID:5026381 on your order to guarantee pricing.

# **REQUEST FOR PROPOSALS (RFP) FACILITIES JANITORIAL SERVICES**

**Deadline for submissions:  
1:00 PM  
Friday, July 8, 2022**

**Rik Veale  
RVeale@bellamentecharter.org  
1737 W. Vista Way  
Vista, CA 92083  
760-621-8931**

### **Bella Mente Montessori Academy**

The Mission of BMMA is to provide students with the opportunity to acquire an education based on a quality curriculum founded on the educational philosophy of Dr. Maria Montessori. Our Vision includes three pivotal ideas. We promote an education atmosphere that encourages cultural, linguistic and socioeconomic diversity. At the end of the academic year, each Bella Mente scholar will be at or above grade level. Scholars will reach their full potential as independent lifelong learners with the skills, knowledge, and values to be compassionate members of a peaceful world. Scholars will have the skills to care for their bodies through healthy eating and living. Since BMMA opened in 2013 we have increased enrollment from 325 to over 410 students in the 2022 - 2023 school year.

## 1. INTRODUCTION

Bella Mente Montessori Academy is seeking proposals from qualified firms to provide Facility Janitorial Services. The required services and performance conditions are described in the Scope of Work (or Services).

## 2. ATTACHMENTS

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

Attachment A – Proposer’s Information Form\*  
Attachment B – Scope of Work  
Attachment C – Supplemental General Conditions  
Attachment D – Cleaning Specifications  
Attachment E – Cost Proposal Bid Form  
Attachment F – Sample Agreement for Professional Services  
Attachment G – Sample Table, Qualifications of Firm Relative to City’s Needs  
Attachment H – Insurance Requirement

The items identified with an asterisk (\*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

## 3. INSTRUCTIONS TO PROPOSERS

### 3.1 Pre-proposal Conference

A pre-proposal meeting will be held **Monday, June 20, 2022 at 8:00 a.m.** at

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

All prospective Proposers are strongly encouraged to attend.

### 3.2 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

3.2.1 Have carefully read and fully understand the information that was provided by the School to serve as the basis for submission of this proposal.

- 3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.2.3 Represent that all information contained in the proposal is true and correct.
- 3.2.4 Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.2.5 Acknowledge that the School has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the School permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

### 3.3 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the School no later than **1:00 p.m., June 4th, 2022**. Correspondence shall be addressed to Rik Veale at [RVeale@bellamentecharter.org](mailto:RVeale@bellamentecharter.org). Responses from the School will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form.

The School shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the School or its representatives.

### 3.4 Submission of Proposals

All proposals shall be submitted to:

Bella Mente Montessori Academy  
Rik Veale  
1737 W. Vista Way  
Vista, CA 92083  
[RVeale@bellamentecharter.org](mailto:RVeale@bellamentecharter.org)

Proposals must be delivered no later than **1:00 p.m., June 15, 2022**. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit 2 copies of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address clearly marked, "RFP for School Facilities Janitorial Services". The use of double-sided paper with a minimum 30% post-consumer recycled content is strongly encouraged. Please do not submit proposals in plastic binders.

### 3.5 Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

### 3.6 Rights of Bella Mente Montessori Academy

This RFP does not commit the School to enter into a contract, nor does it obligate the School to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The School reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the School.

An agreement shall not be binding or valid with the School unless and until it is executed by authorized representatives of the School and of the Proposer.

#### 4. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

RFP Issued	June 15, 2022
Pre-Proposal Meeting	June 20, 2022, 8:00 AM
Deadline for questions, clarifications	June 24, 2022, 1:00PM
Answers provided to questions	June 30, 2022
Proposals Due	July 8, 2022, 1:00 PM
Proposals Reviewed	July 11 - 15, 2022
Contract awarded	August 16, 2022
Work commences	September 1, 2022

#### 5. INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the School's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document.

##### 5.1 Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages.

##### 5.2 Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred



within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

5.3 Chapter 3 – Work Plan or Schedule

This Chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the School's objectives and work requirements and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the School's schedule, outlining the approach that would be undertaken in providing the requested services.

5.4 Chapter 4 – Proposed Innovations

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the School with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the School.

5.5 Chapter 5 – Project Staffing

This Chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project.

5.6 Chapter 6 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Proposer has to the School's RFP conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Attachment C – "Sample Agreement for Services." Items not excepted will not be open to later negotiation.

5.7 Chapter 7 – Cost Proposal Bid Form

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the School in determining the firm's understanding of the project, and provides staff with tools to negotiate the cost, provide in a table (See Table, Attachment E).

This Chapter shall include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the School.

PLEASE NOTE: Bella Mente does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

## **6. CONTRACT TYPE AND METHOD OF PAYMENT**

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a *fixed fee* form of contract. A Sample Agreement of Services is provided as Attachment C. The method of payment to the successful Proposer shall be on a *fixed fee* basis with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the School as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence and materials. Payments will be based on Monthly Invoices.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment H. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the School, at its sole discretion, to be unacceptable and no longer considered for award.

### Insurance Requirements

The selected Proposer(s), at Proposer’s sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment H.

All policies, endorsements, certificates and/or binders shall be subject to the approval of Bella Mente as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk

Manager. The selected Proposer agrees to provide the School with a copy of said policies, certificates and/or endorsement upon award of contract.

## **7. REVIEW AND SELECTION PROCESS**

School staff will evaluate the proposals provided based on the following criteria:

- 7.1 Quality and completeness of proposal;
- 7.2 Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
- 7.3 Proposers experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- 7.4 Cost to the School;
- 7.5 Proposer's financial stability;
- 7.6 Proposer's ability to perform the work within the time specified;
- 7.7 Proposer's prior record of performance with School or others;
- 7.8 Proposer's compliance with applicable laws, regulations, policies (including School Board policies), guidelines and orders governing prior or existing contracts performed by the contractor.

The selection committee will make a recommendation to the awarding authority. The acceptance of the proposal will be evidenced by written Notice of Award from the School's Executive Director to the successful Proposer.

## **8. PUBLIC NATURE OF MATERIALS**

Responses to this RFP become the exclusive property of the Bella Mente. At such time as the Executive Director recommends to form to the Board of Directors, as applicable, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The School shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the School may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the School

shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

- **COLLUSION**

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

## **9. DISQUALIFICATION**

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- 10.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- 10.2 Any attempt to improperly influence any member of the evaluation team;
- 10.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the School;
- 10.4 Evidence of incorrect information submitted as part of the proposal;
- 10.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- 10.6 Proposer's default under any previous agreement with the School, which results in termination of the Agreement.

## **10. NON-CONFORMING PROPOSAL**

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non- acceptance of the proposal, at the sole discretion of the School.

## **11. GRATUITIES**

No person shall offer, give or agree to give any School employee any gratuity, discount or offer of employment in connection with the award of contract by the School. No School employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a School contract.

~ End of Section ~

**Attachment A**  
**Proposer's Information Form**

PROPOSER (please print):

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Contact person, title, email, telephone and email:** \_\_\_\_\_

**Proposer, if selected, intends to carry on the business as (check one):**

- |  |                                      |
|--|--------------------------------------|
| <input type="checkbox"/> Individual    | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Corporation |

**When incorporated?** \_\_\_\_\_

**In what state?** \_\_\_\_\_

**When authorized to do business in California?** \_\_\_\_\_

☐ **Other (explain):** \_\_\_\_\_

**ADDENDA**

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:

- ☐ #1
- ☐ #2
- ☐ #3

Or, ☐ \_\_\_\_\_ No

☐ Addendum/Addenda Were  
Received (**check and initial**).

**PROPOSER'S SIGNATURE**

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is **INDIVIDUAL**, sign here:

Date: \_\_\_\_\_

Proposer's Signature: \_\_\_\_\_

Proposer's typed name and title: \_\_\_\_\_

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

\_\_\_\_\_  
Partnership or Joint Venture Name (type or print)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Member of the Partnership or Joint Venture  
signature

\_\_\_\_\_  
Member of the Partnership or Joint Venture  
signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is respectively:

\_\_\_\_\_ and

\_\_\_\_\_  
Signature  
Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

\_\_\_\_\_  
Corporation Name (type or print)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment B – Scope of Work  
Bella Mente  
Facilities Janitorial Services  
Request for Proposals**

**PROJECT DESCRIPTION**

Bella Mente is requesting qualified Service Providers to submit proposals including a pricing schedule and a summary of qualifications for providing janitorial services according to the School's specifications and all other terms and conditions. The requested services consist of furnishing all labor, materials, supplies and equipment to perform Facilities Janitorial Services in the Bella Mente, in accordance with the specifications and conditions specified in the Request for Proposal issued by Bella Mente. Request for Proposal documents are available at [www.bellamentecharter.org](http://www.bellamentecharter.org), or located at 1737 W. Vista Way, Vista, California. Sealed proposals shall be delivered to the Bella Mente Business Office at the above indicated address on or before **1:00 P.M, Friday, July 8, 2022.**

**SCOPE OF WORK**

**GENERAL CONDITIONS**

These General Conditions make additions, deletions, or revisions, as indicated herein. All provisions which are not added, deleted, or revised, remain in full force and effect. Terms used have the same meanings assigned in the Request for Proposal documents.

**DEFINITIONS**

The following respective supplemental definitions shall apply:

**SCHOOL'S REPRESENTATIVE(S)**

The School's representative(s) shall be any person(s) designated by the School in writing to the Service Provider. The School's Representative(s) shall be the only person(s) through whom all communication between the School and the Service Provider shall be directed.

**LOCATION OF THE WORK**

Notice is hereby given that Bella Mente Montessori Academy, in Vista, California will receive bids for the furnishing of Janitorial Services, "Service Provider", for the 2 School Buildings as listed below. The bid is for service and supplies. Following is a list of each building location to be included in this Request for Proposal and Qualifications:

<b>Main Two-Story Classroom Building</b>	<b>1737 W. Vista Way</b>	<b>41,480 sq. ft</b>
<b>One-Story Multipurpose Building</b>	<b>1737 W. Vista Way</b>	<b>9,720 sq. ft</b>



## **WORK SCHEDULE**

The Service Provider employees shall complete all the work required under the Request for Proposal documents as specified in the contract documents.

**Main Two-Story Classroom Building:** Cleaning is required 5 nights per week, Monday through Friday after 6:00 p.m.

**One-Story Multipurpose Building:** Cleaning is required 3 nights per week, Monday, Wednesday, and Friday after 6:00 p.m.

Service Provider shall provide the School with an annual schedule for each building's non-daily services. The term daily refers to all days that the Service Provider is required to clean. All personnel will adhere to an agreed upon work schedule for security reasons i.e. exact hours and exact number of personnel in any one building at any given time. Employees will wear identification badges and company uniforms.

All employees must be at least eighteen (18) years of age and thoroughly trained and qualified in the work assigned to them. All employees must be able to follow directions and speak and understand English. All employees working on site must not have been convicted of a felony. Employees must also be physically capable of the duties assigned to them, including lifting/moving heavy items, climbing ladders, etc.

Only authorized employees of the Service Provider may perform any services. In the event of the absence of an employee, for any reason, only an authorized employee of the Service Provider may act as a substitute. The use of unauthorized personnel on the part of the Service Provider may result in immediate cancellation without notice.

Service Provider(s) and Service Provider Employees may not allow on School premises any person who is not an employee or principal with the company, and currently on duty. All paperwork, documents, magnetic media, and any other media at School offices are considered to be confidential and privileged. Service Provider's employees are not authorized to read or make use of any paperwork on or in any desks or offices.

**LEGAL ADDRESS OF THE SCHOOL**

The official address of the School shall be Bella Mente Montessori Academy, 1737 W. Vista Way, Vista, CA, 92083. All correspondence sent to the Service Provider shall be deemed to have been given when mailed via certified mail, or delivered to the address specified in the Agreement. Notice to the School shall be mailed via certified mail, or delivered to the legal address of the School.

**INSURANCE**

Service Provider shall furnish the School with original insurance certificates and endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the School. Insurance requirements are described in Sample Agreement in Appendix A.

**LAWS AND REGULATIONS**

The work is located in the City of Vista, in the County of San Diego, State of California. The Service Provider shall comply with all ordinances, regulations, and other lawful requirements of said City, County, State, and Federal governing the work on public property.

**SUPERVISION**

Work performed by employees within the scope of the Service Provider's employees shall be directly employed and supervised by the Service Provider. The Service Provider shall perform management and technical supervision required to complete the work according to the specifications provided by the School. Employee(s) assigned to supervise the work shall be readily available, responsive to the School's representative(s) and capable of speaking and understanding the English language and have the authority to make decisions related to the management of the activities performed by the Contractor's employees.

**SUPPLIES**

The Service provider shall furnish, as part of this agreement, all necessary cleaning supplies and equipment to clean and maintain the use of the facility, including but not limited to carts, containers, baskets, maintenance products, cleaning powders and products, detergents, disinfectants, polishes, vacuum cleaners, mops, brushes, etc., specific brands may be indicated. Service Provider shall maintain Janitor Closet and equipment in a safe and clean condition.

The School shall furnish, as part of this contract, all paper products such as toilet paper, hand towels, seat protectors, sanitary napkins, and including trash liners and all soap products necessary to utilize the facilities in a proper manner. All soap dispensers shall be maintained by the Service Provider.

**CONTRACT TERM**

The term of this Agreement shall be for twelve (12) months. The Agreement may be extended for two (2) additional one-year terms by the mutual written agreement of the parties. The cost of services shall remain firm for the term of agreement.

**CONTRACT TERMINATION**

The School may terminate this Agreement at any time before the expiration of the original term, or any extension thereof. Services may be terminated by the School upon thirty (30) days written notice. Services may be terminated by Service Provider upon ninety (90) days written notice. The School shall compensate Service Provider for all services provided before the actual date of termination. Upon receipt of Notice of Termination from Bella Mente Montessori Academy, the Service Provider shall immediately commence discontinuing any and all services provided under this Agreement.

**PAYMENTS TO THE SERVICE PROVIDER**

The School shall pay the Service Provider in current funds for the performance of the work, subject to additions and deductions based upon monthly determination by the School and the acceptability of the work performed computed in accordance with the Service Provider's accepted proposal and price schedule. Payment shall be made within thirty (30) days after receipt of an invoice sent to the School by the Service Provider. The Service Provider shall not invoice the School for services prior to thirty (30) days following execution of an Agreement with the School and not more frequent than once every four (4) weeks. The School may withhold payment for any unacceptable service if the Service Provider has been given notice of the deficiency and has not resolved the service deficiency within five (5) working days after receipt of a notification from the School. The School has the right to request additional reports and supporting information from Service Provider as deemed reasonably necessary by School to audit Service Provider's performance under this Agreement. Service Provider shall provide all additional reports and information requested by the School within ten (10) days of a written request.

**EXTRA WORK**

Extra Work must be authorized by the School and shall be shown as a separate item on the invoice submitted to the School. The invoice for Extra Work shall show the exact location of the work, including, if applicable, classroom number or other identifier. The invoice shall include any supplies used with their unit price and total cost, the amount of time required to do the job and the cost for labor, providing that labor is chargeable to this Extra Work.

**INSPECTIONS**

All of the Service Areas will be inspected regularly by the School. The School may require the Service Provider, or the local authorized representative, to accompany School staff during

inspections, if the School is not satisfied with the Service Provider's work. The Service Provider or the local authorized representative is expected to be capable of understanding the deficiencies and authorized to take remedial action in a manner consistent with the contract requirements and specifications.

#### **UNACCEPTABLE SERVICE**

If the School, upon routine inspection, determines that any facility has not been serviced according to the specifications, a notice outlining the deficiencies will be e-mailed to the company representative or faxed to the Service Provider's local office. Payment will not be made for any services not provided by Service Provider. All notices of deficiencies will specify the date when the specified work must be completed. The date of completion will be less than five (5) days from the date the notice is issued. Failure to complete the work to the satisfaction of the School by the date specified will result in no payments being made to the contractor for the missed work.

Prior to re-submitting a request for payment, the Service Provider must request a re-inspection. A re-inspection request should be completed in writing to the School and either faxed or e-mailed to the School. If the work is deemed satisfactory upon re-inspection, the School will accept a request for payment, minus a one hundred dollar (\$100) charge for re-inspection. Any time an additional inspection is required as a result of inadequate performance, the one hundred dollar (\$100) re-inspection charge will be assessed for each inspection completed by the School until the specified work is completed.

#### **END OF SCOPE OF WORK CONDITIONS**

## **Attachment C – Supplemental General Conditions**

### **Bella Mente Montessori Academy School Facilities Janitorial Services Request for Proposals**

#### **INTENT**

It is the intent of these Supplemental General Conditions to describe minimum quality, quantity, and scope of activity and they are not intended to be restrictive to any Service Provider.

The term “cleans”; shall mean “free from soil/dirt”. It is intended that all equipment and building surfaces shall be clean in all areas, whether specifically mentioned or not. The term “all areas” means all surface areas in the building.

The Service provider shall furnish, as part of this agreement, all necessary cleaning supplies and equipment to clean and maintain building, including but not limited to carts, containers, baskets, maintenance products, cleaning powders and products, detergents, disinfectants, polishes, vacuum cleaners, mops, brushes, etc., specific brands may be indicated. Service Provider shall maintain Janitor Closet and equipment in a safe and clean condition.

The School shall furnish, as part of this contract, all paper products such as toilet tissue, hand towels, seat protectors, sanitary napkins, and including trash can liners and all soap products necessary for the public to utilize the facilities in a proper manner. All soap dispensers shall be maintained by the Service Provider.

#### **OFFICE**

The Service Provider shall maintain an office with a competent company representative that can be reached Monday through Friday from 8:00 a.m. to 5:00 p.m. to discuss matters pertaining to this agreement with the Agreement Manager. An office is one that has a maximum response time of forty (40) minutes.

#### **SUBCONTRACTORS**

Service Provider shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### **ASSIGNMENT OF CONTRACT**

Service Provider shall not assign the agreement or any right or interest hereunder, without the prior consent in writing of the School.

The School reserves the right to add or delete buildings and/or facilities at any time during the life of the contract or resulting extensions, with thirty (30) days written notice to the Service Provider. Additions shall be added at a negotiated rate that has the mutual agreement of the School and Service Provider and the means of negotiation shall utilize comparable facilities under existing service agreement. If the request for additional work begins during a billing cycle, the payment shall be prorated for the month in which work commenced. The School reserves the right to change the work hours and work/shift schedule. The Service Provider shall be notified at least one (1) full week prior to such changes.

### **RESPONSIBILITY FOR WORK**

The Service Provider employees shall be responsible for all damages to people and/or property that shall occur as a result of the fault or negligence of said Service Provider.

### **PERSONNEL**

The Service Provider shall furnish sufficient supervisory and working personnel capable of promptly accomplishing to the satisfaction of the School's Designee, and on schedule. All such personnel shall be physically able to do their assigned work.

Adequate and competent supervision shall be provided for all work done by the Service Provider's employees to ensure accomplishment of high quality work that will be acceptable to the School's Designee. In addition, a non-working supervisor shall inspect all areas under the contract a minimum of once month. The School's Designee will perform contract compliance inspections only and will not act as a supervisor for the Service Provider.

Service Provider's personnel shall not be allowed to make personal calls while at the School work site. Service Provider shall be liable for all expenses for any and all non-authorized phone calls. Only employees on the payroll are to be on the work site.

### **HAZARDOUS CONDITIONS**

The Service Provider shall maintain all work sites free of hazards to persons and/or property resulting from his operations. Any hazardous conditions noted by the Service Provider, which is not a result of his operations, shall immediately be reported to the School's Designee.

### **ON-SITE STORAGE**

Except for those locations having designated custodial closets, no tools or equipment are to be stored on the premises. It is the Service Provider's responsibility to properly and safely store materials and supplies in the designated closets (i.e. safe distance from water heaters or other heat sources, properly stacking materials. Flammables are not to be stored near ignition sources). No materials are to be stored within 18 inches of ceilings.

**SAFETY TRAINING/PROCEDURES**

Service Provider must provide a copy of its safety training programs that include, but are not limited to, training your staff on hazardous material, safety procedures, and safe work practices.

**END OF SUPPLEMENTAL GENERAL CONDITIONS**

**Attachment D – Specifications  
Bella Mente Montessori Academy  
School Facilities Janitorial Services Request for  
Proposals**

<b>CLEANING SPECIFICATIONS FOR ALL SITES</b>			
<b><u>FACILITY GENERAL CLEANING</u></b>	<b>ONCE A MONTH</b>	<b>ONCE A WEEK</b>	<b>EACH TIME</b>
VACUUM CARPETS - CUBICLES 800 SQ FT			X
VACUUM MATS AT ENTRANCES / EXITS			X
SPOT CLEAN CARPET			X
BRUSH / CLEAN UPHOLSTERY			X
DUST MOP TILE/WOOD FLOORS			X
DAMP MOP TILE/WOOD FLOORS			X
DUST / CLEAN OFFICES, COMPUTERS, ETC.			X
DUST HIGH AREAS			X
DUST LIGHT FIXTURES, LAMPS, PICTURES			X
DUST FILING CABINETS			X
DUST PARTITIONS & LEGDES			X
DUST AIR VENTS / GRILLS		X	
DUST BLINDS		X	
DUST WINDOW SILLS		X	
DUST FLOOR LENGTH WINDOW SILLS		X	
DUST / CLEAN DISPLAY MONITORS		X	
CLEAN & SANITIZE CLASSROOM TABLE SURFACES INCLUDING SINKS IN SELECT CLASSROOMS			X
EMPTY TRASH AND RECYCLING RECEPTACLES AND REPLACE LINERS			X
FLATTEN CARDBOARD BOXES BEFORE PLACING IN DUMPSTERS			X



REMOVE SPIDER WEBS FROM WALL & WINDOWS		X	
EMPTY WASTE BASKETS AND RECYCLED BASKETS			X
SPOT CLEAN KICK PLATES & BASEBOARDS			X
SPOT CLEAN PARTITIONS & DOORS			X
SPOT CLEAN WALLS (TO 5FT)			X
SWEEP & CLEAN ENTRANCE WAYS			X
CLEAN & SANITIZE DOOR HANDLES & PUSH PLATES			X
CLEAN INTERIOR & EXTERIOR OF GLASS DOORS			X
SANITIZE PHONES, KEYBOARDS, MOUSE, ETC			X
CLEAN TEACHER LOUNGE KITCHEN AREA AND SINK			X
CLEAN REFRIGERATOR DOOR AND SANITIZE HANDLES			X

<b><u>FACILITY RESTROOM CLEANING AND SANITIZING</u></b>	<b>ONCE A MONTH</b>	<b>ONCE A WEEK</b>	<b>EACH TIME</b>
CLEAN & SANITIZE DOOR HANDLES			X
CLEAN MIRRORS & BRIGHTWORK			X
CLEAN & SANITIZE SINKS			X
CLEAN & SANITIZE TOILETS, TOILET SEATS, AND URINALS			X
CLEAN & SANITIZE DISPENSERS			X
EMPTY SANITARY NAPKIN DISPENSERS			X
EMPTY TRASH RECEPTACLES AND REPLACE LINERS			X

FILL SOAP DISPENSERS			X
FILL TOILET PAPER DISPENSERS			X
FILL TOWEL DISPENSERS			X
REPLACE DEODORANT BLOCKS		X	
SANITIZE & MOP RESTROOMS			X
SANITIZE & SPOT CLEAN WALLS (TO 5FT)			X
SPOT CLEAN RESTROOM PARTITIONS			X

<u>FACILITY CLOSING INSTRUCTIONS</u>	ONCE A MONTH	ONCE A WEEK	EACH TIME
ARRANGE CHAIRS			X
MAINTAIN JANITOR CLOSET			X
TURN ON NIGHT LIGHTS			X
CLOSE OFFICE AND HALLWAY DOORS			X
SECURE ENTRY DOORS AND WINDOWS			X
ACTIVATE ALARM SYSTEM			X

***SPECIFICALLY EXCLUDED FROM THIS CONTRACT ARE PLANT CARE, AND REPLACEMENT OF LIGHT BULBS, LAMPS, ETC.***

**END CLEANING SPECIFICATIONS**

**Attachment E – Cost Proposal Bid Form  
Bella Mente Montessori Academy  
School Facilities Janitorial Services Request for  
Proposals**

<b><u>LOCATION</u></b>	<b><u>MONTHLY SERVICE PRICE</u></b>	<b><u>TOTAL YEARLY PRICE</u></b>
<b>TWO-STORY CLASSROOM BUILDING</b>		
<b>ONE-STORY MULTIPURPOSE BUILDING</b>		
		<b><u>PROPOSAL TOTAL</u></b>

**Attachment F - SAMPLE  
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT for Professional Services ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2022 ("Effective Date") by and between the ("School") and \_\_\_\_\_ ("Consultant") (together sometimes referred to the "Parties").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the School the services described in the Scope of Work attached as **Exhibit A**, and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail. The terms and conditions of this Agreement shall apply to all subcontractors and sub-consultants.

**10.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on the date of completion specified in Exhibit A. Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the School's right to terminate the Agreement, as provided for in Section 8.

**10.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and to the sole satisfaction of the Contract Administrator.

**10.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to Agreement. In the event that the School, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from School of such desire of School, reassign such person or persons.

**10.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Consultant's obligations hereunder.

**10.5 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 2. COMPENSATION.** School hereby agrees to pay Consultant a sum not to exceed \$ \_\_\_\_\_, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement, including but not limited to any and all costs of subcontractors or sub-consultants. In

the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. School shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from School to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to School in the manner specified herein. Except as specifically authorized in advance by School, Consultant shall not bill School for duplicate services performed by more than one person.

**2.1 Invoices.** Consultant shall submit invoices monthly during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.,
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At School's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder necessary to complete the work described in Exhibit A;
- Receipts for expenses to be reimbursed;
- The Consultant's signature.

**2.2 Monthly Payment.** School shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. School shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Final Payment.** School shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to School of a final invoice, if all services required have been satisfactorily performed.

**2.4 Total Payment.** School shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. School shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire

Agreement, unless the Agreement is modified in writing prior to the submission of such an invoice.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule included with Exhibit A.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are included within the maximum amount of the contract.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the School or Consultant terminates this Agreement pursuant to Section 8, the School shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

**Section 3. FACILITIES AND EQUIPMENT.** Except as otherwise provided, Consultant shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. School shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with School employees and reviewing records and the information in possession of the School. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of School. In no event shall School be required to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to the School. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's compensation. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to School. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

**4.1 Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully

with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the School and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

## **4.2 Commercial General Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to School and its officers, employees, agents, and volunteers.

#### **4.3 Professional Liability Insurance.**

**4.3.1 General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2 Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The School shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the School prior to the commencement of any work under this Agreement.

#### **4.4 All Policies Requirements.**

**4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.

**4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish School with Certificates of Insurance, and upon request, complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

**4.4.3 Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled



by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to the School. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to School at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

- 4.4.4 Additional insured; primary insurance.** School and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to School or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the School and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the School shall be called upon to contribute to a loss under the coverage.

- 4.4.5 Deductibles and Self-insured Retentions.** Consultant shall disclose to and obtain the approval of School for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to School, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 4.4.7 Variation.** Contract Administrator may approve in writing a variation in the foregoing insurance requirements, upon a determination that the

coverage, scope, limits, and forms of such insurance are either not commercially available, or that the School's interests are otherwise fully protected.

**4.5 Remedies.** In addition to any other remedies School may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, School may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies School may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

#### **Section 5. INDEMNIFICATION**

Consultant shall indemnify, defend with counsel selected by the School and hold harmless the School and its officials, officers, employees, agents and authorized volunteers from and against any and all losses, liability, claims, suits, actions, damages and causes of action arising out of any personal injury, bodily injury, loss of life or damage to property, or any violation of any federal, state or municipal law, regulation or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of the School or its officers, employees, agents or authorized volunteers and (2) the actions of Consultant or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by School of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

#### **Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of School. School shall have the right to control Consultant only insofar as the results of

Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise School shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other School, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by School.

## **Section 7.      LEGAL REQUIREMENTS.**

- 7.1      Governing Law.** The laws of the State of California shall govern this agreement.
- 7.2      Compliance with Applicable Laws.** Consultant and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 7.3      Licenses and Permits.** Consultant represents and warrants to School that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to School that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

## **Section 8.      TERMINATION AND MODIFICATION.**

- 8.1      Termination.** School cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 90 days' written notice to School and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; School, however, may condition payment of such compensation upon Consultant delivering to School any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the School in connection with this Agreement.

- 8.2 Extension.** School may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if School grants such an extension, School shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, School shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** School and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to School for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. In the event that key personnel leave Consultant's employ, Consultant shall notify School immediately.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between School and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, School's remedies shall include, but not be limited to, any or all of the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4** Charge Consultant the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that School would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the School. Consultant hereby agrees to deliver those documents to the School upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the School and are not necessarily suitable for any future or other use. School and Consultant agree that, until final approval by School, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the School under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of, the School. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of School or as part of any audit of the School, for a period of three (3) years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 
- 10.1 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in San Diego County.
- 10.3 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.

**10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

**10.6 Consultant Representative.** All matters under this Agreement shall be handled for Consultant by xxxxxxxxxxxxxxxx.

**10.7 School Contract Administration.** This Agreement shall be administered by Erin Feeley, Executive Director, Bella Mente Montessori Academy ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.8 Notices.** Any written notice to Consultant shall be sent to:

Acme Janitorial  
12345 wood Drive  
Vista, CA 92083  
951-723-1234  
Acme@janitorial.com

Any written notice to School shall be sent to the Contract Administrator:

Erin Feeley, Executive Director  
Bella Mente Montessori Academy  
1737 W. Vista Way  
Vista, CA 92083  
760-621-8931  
efeeley@bellamentecharter.org

**10.9 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between School and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

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

BELLA MENTE CHARTER SCHOOL

CONSULTANT

Erin Feeley, Executive Director

\_\_\_\_\_

Service Provider

SAMPLE

## Attachment G

### SAMPLE TABLE FORMAT QUALIFICATIONS OF FIRM RELATIVE TO CITY'S NEEDS

Project Name	Client	Description of work	Total Project Cost	Percentage of work	Period work was	Client contact information*
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						

\*Include name, title and phone number



## Attachment H

### INSURANCE REQUIREMENTS

CONTRACTORS TO BELLA MENTE CHARTER SCHOOL, AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES	WORKER'S COMPENSATION	STATUTORY		
	EMPLOYER'S LIABILITY	STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$2,000,000	\$2,000,000
		PROPERTY DAMAGE	\$2,000,000	\$2,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$2,000,000	\$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$2,000,000	\$2,000,000
		- EACH PERSON	\$2,000,000	\$2,000,000
		- EACH OCCURRENCE	\$2,000,000	\$2,000,000
		PROPERTY DAMAGE		
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$2,000,000	\$2,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES		\$2,000,000
		ALL DAMAGES		\$2,000,000
YES	BELLA MENTE CHARTER SCHOOL IS TO BE NAMED AS AN ADDITIONAL INSURED: <b>CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED SCHOOL, ITS BOARD MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

IV. INSURANCE COVERAGE MUST INCLUDE:

- D. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO SCHOOL OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- E. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY SCHOOL.
- F. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE SCHOOL'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO  
“ADDITIONAL INSURED”

D. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

E. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

F. NOTICE OF CANCELLATION

3. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE SCHOOL AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
4. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE SCHOOL AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**NOTICES SHALL BE MAILED TO:**

**Bella Mente Montessori Academy  
Erin Feeley  
1737 W. Vista Way  
Vista, CA 92083**

RCI Wholesale, LP  
2654 Vista Pacific Dr  
Oceanside, CA 92056 US



W H O L E S A L E

## Sales Order

### ADDRESS

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

### SHIP TO

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

SALES ORDER # 6637

DATE 06/07/2022

### REP

JON

QTY	ACTIVITY	RATE	AMOUNT
1	<b>58817</b> CANON_C 5540 I III_RDF, FAX, 4 CASS, INTERNAL FINISHER (1K B&W, 4K CLR)_SN: 2JU07790	3,000.00	3,000.00T
1	<b>58365</b> CANON_IRA 6565 I_RDF, FINISHER (262KB&W)_SN: SMJ03030	2,000.00	2,000.00T
1	<b>SHIPPING</b>	200.00	200.00

**\*\* MUST INSPECT & NOTE DAMAGES AT TIME OF DELIVERY\*\***  
All sales are final: All equipment is sold "as is" RCI makes no warranties, expressed, written or implied regarding use or condition of a product. It is buyers responsibility to determine condition and application of equipment purchased. If not noted RCI will not file a claim and delivery company will not be responsible for any damages!

SUBTOTAL	5,200.00
TAX	412.50
<b>TOTAL</b>	<b>\$5,612.50</b>

Accepted By

Accepted Date



SECURLY  
(Billing Address) Dept LA 24957  
Pasadena, CA 91185-4957  
United States

Prepared By Ryan Mendez  
Phone (650) 680-8202  
Email ryanmendez@securly.com

Quote Number 00013153  
Expiration Date 10/31/2023

Bill To Name Bella Mente Montessori Academy CA  
Bill To 1737 W Vista Way  
Vista, California 92083-2112  
United States

School Name Bella Mente Montessori Academy CA  
Contact Name Josh Maus

## ORDER INFORMATION

Subscription Start Date 11/1/2023  
Subscription End Date 6/30/2027  
Term (years) 3  
Payment Schedule Upfront

Order Notes November 1, 2023 Securly Classroom Renewal

## PRODUCTS &amp; SERVICES

Product Code	Quantity	Sales Price	Subtotal
Classroom	215.00	USD 19.25	USD 4,138.75
Grand Total			USD 4,138.75



SECURLY  
(Billing Address) Dept LA 24957  
Pasadena, CA 91185-4957  
United States

Prepared By Ryan Mendez  
Phone (650) 680-8202  
Email ryanmendez@securly.com

Quote Number 00013152

Expiration Date 6/30/2022

Bill To Name Bella Mente Montessori Academy CA

Bill To 1737 W Vista Way  
Vista, California 92083-2112  
United States

School Name Bella Mente Montessori Academy CA

Contact Name Josh Maus

#### ORDER INFORMATION

Subscription Start 7/1/2022  
Date

Payment Schedule Upfront

Subscription End 6/30/2027  
Date

Term (years) 5

Order Notes July 1, 2022 Securly Filter Renewal | Add 50 Filter Licenses + Add 100 Classroom Licenses

#### PRODUCTS & SERVICES

Product Code	Quantity	Sales Price	Subtotal
Classroom	100.00	USD 19.50	USD 1,950.00
Filter Plus	400.00	USD 25.03	USD 10,012.00

Grand Total USD 11,962.00



## Renewal Notice

Date 6/1/2022  
Renewal # 31563

"Protect Every Child, Every School, Every Day"

**Your Service Ends  
7/31/2022**  
To avoid loss of service, please  
pay renewal fee on or before the  
above service end date.

**Bill To:**

Bella Mente Montessori Academy  
Accounts Payable  
1737 West Vista Way  
Vista CA 92083

**Ordered By:**

Bella Mente Charter School 10-12

Terms
RN N60

Description	Qty	Price	Amount
Raptor Link API Suite (\$125 per Building)	1	\$125.00	\$125.00
Raptor Visitor Management Annual Access Fee	1	\$625.00	\$625.00

**Subtotal** \$750.00

**Tax Total** \$0.00

**Total** \$750.00

Questions? Email [Renew@Raptortech.com](mailto:Renew@Raptortech.com)

Remit Checks to:

Raptor Technologies, LLC  
Dept 141  
PO Box 4458  
Houston, TX 77210-4458

Please reference invoice number(s) on all check payments.



SO31563



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**QUOTE PREPARED FOR:**

BELLA MENTE MONT ACADEMY  
1737 W VISTA WAY  
VISTA, CA 92083-2112  
ACCOUNT NUMBER: 7897331

**SUBSCRIPTION/DIGITAL CONTACT:**

**CONTACT:**

Liz LaBlond  
elablond@bellamentecharter.org  
760-621-8948 x444

**SALES REP INFORMATION:**

Kimberly Kirkpatrick  
kimberly.kirkpatrick@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
<a href="#">ELA Consumables and Digital</a>	\$25,450.73	(\$7,750.44)	\$17,700.29
<b>PRODUCT TOTAL*</b>	\$25,450.73	(\$7,750.44)	\$17,700.29
<b>ESTIMATED S&amp;H**</b>			\$0.00
<b>ESTIMATED TAX**</b>			\$342.16
<b>GRAND TOTAL*</b>			<b>\$18,042.45</b>

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 06/09/2022  
QUOTE NUMBER: JMCCO-06092022-018

ACCOUNT NAME: BELLA MENTE MONT ACADEMY  
ACCOUNT #: 7897331

EXPIRATION DATE: 07/24/2022  
PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>ELA Consumables and Digital</b>					
<b><u>Grade TK</u></b>					
WORLD OF WONDERS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION	978-0-07-678778-4	16	\$46.83	\$0.00	\$749.28
READING LITTLE WONDERS MY WORD BOOK GRADE PRE-K	978-0-07-666157-2	16	\$8.89	\$0.00	\$142.24
WORLD OF WONDERS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION	978-0-07-678783-8	2	\$571.89	\$1,143.78	*Free Materials
<b>Grade TK Subtotal:</b>				<b>\$1,143.78</b>	<b>\$891.52</b>
<b><u>Grade K</u></b>					
READING WONDERS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE K	978-0-07-677539-2	67	\$34.53	\$0.00	\$2,313.51
READING WONDERS YOUR TURN PRACTICE BOOK GRADE K	978-0-07-677213-1	67	\$10.66	\$0.00	\$714.22
READING WONDERS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE K	978-0-07-678694-7	2	\$457.29	\$914.58	*Free Materials
<b>Grade K Subtotal:</b>				<b>\$914.58</b>	<b>\$3,027.73</b>
<b><u>Grade 1</u></b>					
READING WONDERS YOUR TURN PRACTICE BOOK GRADE 1	978-0-07-678712-8	49	\$10.56	\$0.00	\$517.44
READING WONDERS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 1	978-0-07-677896-6	49	\$40.65	\$0.00	\$1,991.85
READING WONDERS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 1	978-0-07-677058-8	2	\$457.29	\$914.58	*Free Materials
<b>Grade 1 Subtotal:</b>				<b>\$914.58</b>	<b>\$2,509.29</b>
<b><u>Grade 2</u></b>					
READING WONDERS YOUR TURN PRACTICE BOOK GRADE 2	978-0-07-680721-5	59	\$10.66	\$0.00	\$628.94
READING WONDERS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 2	978-0-07-679495-9	59	\$23.19	\$0.00	\$1,368.21
READING WONDERS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 2	978-0-07-678280-2	2	\$457.29	\$914.58	*Free Materials
<b>Grade 2 Subtotal:</b>				<b>\$914.58</b>	<b>\$1,997.15</b>
<b><u>Grade 3</u></b>					
READING WONDERS YOUR TURN PRACTICE BOOK GRADE 3	978-0-07-677467-8	58	\$10.66	\$0.00	\$618.28
READING WONDERS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 3	978-0-07-679401-0	58	\$24.78	\$0.00	\$1,437.24
READING WONDERS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 3	978-0-07-676694-9	2	\$457.29	\$914.58	*Free Materials
<b>Grade 3 Subtotal:</b>				<b>\$914.58</b>	<b>\$2,055.52</b>
<b><u>Grade 4</u></b>					
READING WONDERS CLOSE READING COMPANION GRADE 4	978-0-02-130873-6	57	\$9.60	\$0.00	\$547.20

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605

Email: orders\_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 06/09/2022

ACCOUNT NAME: BELLA MENTE MONT ACADEMY

EXPIRATION DATE: 07/24/2022

QUOTE NUMBER: JMCCO-06092022-018

ACCOUNT #: 7897331

PAGE #: 2



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
READING WONDERS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 4	978-0-07-680187-9	57	\$16.80	\$0.00	\$957.60
READING WONDERS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 4	978-0-07-678529-2	2	\$457.29	\$914.58	*Free Materials
<b>Grade 4 Subtotal:</b>				<b>\$914.58</b>	<b>\$1,504.80</b>
<b>Grade 5</b>					
READING WONDERS CLOSE READING COMPANION GRADE 5	978-0-02-131025-8	46	\$9.60	\$0.00	\$441.60
READING WONDERS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 5	978-0-07-677178-3	46	\$16.80	\$0.00	\$772.80
READING WONDERS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 5	978-0-07-680205-0	2	\$457.29	\$914.58	*Free Materials
<b>Grade 5 Subtotal:</b>				<b>\$914.58</b>	<b>\$1,214.40</b>
<b>Grade 6</b>					
READING WONDERS CLOSE READING COMPANION GRADE 6	978-0-02-130649-7	56	\$9.60	\$0.00	\$537.60
READING WONDERS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 6	978-0-07-679102-6	56	\$16.80	\$0.00	\$940.80
READING WONDERS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 6	978-0-07-679741-7	2	\$457.29	\$914.58	*Free Materials
<b>Grade 6 Subtotal:</b>				<b>\$914.58</b>	<b>\$1,478.40</b>
<b>Study Sync - Grade 7</b>					
STUDYSYNC CALIFORNIA ONLINE STUDENT WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-138850-9	42	\$35.97	\$0.00	\$1,510.74
STUDYSYNC CALIFORNIA ONLINE TEACHER WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-137933-0	2	\$51.15	\$102.30	*Free Materials
<b>Study Sync - Grade 7 Subtotal:</b>				<b>\$102.30</b>	<b>\$1,510.74</b>
<b>Study Sync - Grade 8</b>					
STUDYSYNC CALIFORNIA ONLINE STUDENT WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-138850-9	42	\$35.97	\$0.00	\$1,510.74
STUDYSYNC CALIFORNIA ONLINE TEACHER WITH DESIGNATED ELD 1 YEAR SUBSCRIPTION	978-0-02-137933-0	2	\$51.15	\$102.30	*Free Materials
<b>Study Sync - Grade 8 Subtotal:</b>				<b>\$102.30</b>	<b>\$1,510.74</b>
<b>ELA Consumables and Digital Subtotal:</b>				<b>\$7,750.44</b>	<b>\$17,700.29</b>

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

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EXPIRATION DATE: 07/24/2022  
PAGE #: 3



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QUOTE PREPARED FOR:

BELLA MENTE MONT ACADEMY  
1737 W VISTA WAY  
VISTA, CA 92083-2112

ACCOUNT NUMBER: 7897331

**CONTACT:**

Liz LaBlond  
elablond@bellamentecharter.org  
760-621-8948 x444

VALUE OF ALL MATERIALS	\$25,450.73
FREE MATERIALS	(\$7,750.44)
<b>PRODUCT TOTAL*</b>	<b>\$17,700.29</b>
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$342.16
<b>GRAND TOTAL</b>	<b>\$18,042.45</b>

**SUBSCRIPTION/DIGITAL CONTACT:**

Comments:

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

**Terms of Service:**

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting [www.mheducation.com](http://www.mheducation.com) (or [www.mhecoast2coast.com](http://www.mhecoast2coast.com)).

**School Purchase Order Number:** \_\_\_\_\_

\_\_\_\_\_  
Name of School Official (Please Print)

\_\_\_\_\_  
Signature of School Official

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 06/09/2022

ACCOUNT NAME: BELLA MENTE MONT ACADEMY

EXPIRATION DATE: 07/24/2022

QUOTE NUMBER: JMCCO-06092022-018

ACCOUNT #: 7897331

PAGE #: 4



# COMMERCIAL INSURANCE APPLICATION

## APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

05/04/2022

AGENCY Insurance Incorporated 3400 Central Ave Suite 220 Riverside CA 92508	CARRIER R-T Specialty Insurance COMPANY POLICY OR PROGRAM NAME Earthquake POLICY NUMBER 22 23 EQ RT SPECIALTY	NAIC CODE PROGRAM CODE
CONTACT NAME: Danielle DeBolt PHONE (A/C, No, Ext): (877) 898-9333 FAX (A/C, No): (951) 300-9332 E-MAIL ADDRESS: ddebolt@insuranceinc.com CODE: AGT21224 SUBCODE: AGENCY CUSTOMER ID: 00058671	UNDERWRITER STATUS OF TRANSACTION <input checked="" type="checkbox"/> QUOTE <input type="checkbox"/> BOUND (Give Date and/or Attach Copy): <input type="checkbox"/> CHANGE DATE <input type="checkbox"/> CANCEL 07/01/2022	UNDERWRITER OFFICE <input type="checkbox"/> ISSUE POLICY <input type="checkbox"/> RENEW TIME <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM 12:01

### LINES OF BUSINESS

INDICATE LINES OF BUSINESS	PREMIUM	PREMIUM	PREMIUM
BOILER & MACHINERY	\$	CYBER AND PRIVACY	\$
BUSINESS AUTO	\$	FIDUCIARY LIABILITY	\$
BUSINESS OWNERS	\$	GARAGE AND DEALERS	\$
COMMERCIAL GENERAL LIABILITY	\$	LIQUOR LIABILITY	\$
COMMERCIAL INLAND MARINE	\$	MOTOR CARRIER	\$
COMMERCIAL PROPERTY	\$	TRUCKERS	\$
CRIME	\$	UMBRELLA	\$
		YACHT	\$
		Earthquake (C)	\$

### ATTACHMENTS

ACCOUNTS RECEIVABLE / VALUABLE PAPERS	GLASS AND SIGN SECTION	STATEMENT / SCHEDULE OF VALUES
ADDITIONAL INTEREST SCHEDULE	HOTEL / MOTEL SUPPLEMENT	STATE SUPPLEMENT (If applicable)
ADDITIONAL PREMISES INFORMATION SCHEDULE	INSTALLATION / BUILDERS RISK SECTION	VACANT BUILDING SUPPLEMENT
APARTMENT BUILDING SUPPLEMENT	INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	VEHICLE SCHEDULE
CONDO ASSN BYLAWS (for D&O Coverage only)	INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
CONTRACTORS SUPPLEMENT	LOSS SUMMARY	
COVERAGES SCHEDULE	OPEN CARGO SECTION	
DEALERS SECTION	PREMIUM PAYMENT SUPPLEMENT	
DRIVER INFORMATION SCHEDULE	PROFESSIONAL LIABILITY SUPPLEMENT	
ELECTRONIC DATA PROCESSING SECTION	RESTAURANT / TAVERN SUPPLEMENT	

### POLICY INFORMATION

PROPOSED EFF DATE 07/01/2022	PROPOSED EXP DATE 07/01/2023	BILLING PLAN <input checked="" type="checkbox"/> DIRECT <input type="checkbox"/> AGENCY	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT \$	MINIMUM PREMIUM \$	POLICY PREMIUM \$ 0.00
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### APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) Bella Mente Montessori Academy 1737 W. Vista Way Vista CA 92083	GL CODE 47471	SIC 8211	NAICS 611110	FEIN OR SOC SEC #
	BUSINESS PHONE #: (760)621-8931			
	WEBSITE ADDRESS www.bellamentecharter.org			
CORPORATION	JOINT VENTURE	NOT FOR PROFIT ORG	SUBCHAPTER "S" CORPORATION	
INDIVIDUAL	LLC NO. OF MEMBERS AND MANAGERS: _____	PARTNERSHIP	TRUST	
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)	GL CODE	SIC	NAICS	FEIN OR SOC SEC #
	BUSINESS PHONE #:			
	WEBSITE ADDRESS			
CORPORATION	JOINT VENTURE	NOT FOR PROFIT ORG	SUBCHAPTER "S" CORPORATION	
INDIVIDUAL	LLC NO. OF MEMBERS AND MANAGERS: _____	PARTNERSHIP	TRUST	
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)	GL CODE	SIC	NAICS	FEIN OR SOC SEC #
	BUSINESS PHONE #:			
	WEBSITE ADDRESS			
CORPORATION	JOINT VENTURE	NOT FOR PROFIT ORG	SUBCHAPTER "S" CORPORATION	
INDIVIDUAL	LLC NO. OF MEMBERS AND MANAGERS: _____	PARTNERSHIP	TRUST	

## CONTACT INFORMATION

CONTACT TYPE: Inspection		CONTACT TYPE: Accounting Records	
CONTACT NAME: Ms. Erin Feeley		CONTACT NAME: Ms. Erin Feeley	
PRIMARY PHONE # <input type="checkbox"/> HOME <input checked="" type="checkbox"/> BUS <input type="checkbox"/> CELL (760) 621-8931	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL	PRIMARY PHONE # <input type="checkbox"/> HOME <input checked="" type="checkbox"/> BUS <input type="checkbox"/> CELL (760) 621-8931	SECONDARY PHONE # <input type="checkbox"/> HOME <input type="checkbox"/> BUS <input type="checkbox"/> CELL
PRIMARY E-MAIL ADDRESS: rvalenzuela@bellamentecharter.org		PRIMARY E-MAIL ADDRESS: rvalenzuela@bellamentecharter.org	
SECONDARY E-MAIL ADDRESS:		SECONDARY E-MAIL ADDRESS:	

## PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
1	1737 W. Vista Way	<input checked="" type="checkbox"/> INSIDE	<input checked="" type="checkbox"/> OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: Vista	STATE: CA	<input type="checkbox"/> TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
1	COUNTY:	ZIP: 92083			TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
1	1737 W. Vista Way	<input checked="" type="checkbox"/> INSIDE	<input checked="" type="checkbox"/> OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY: Vista	STATE: CA	<input type="checkbox"/> TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
2	COUNTY:	ZIP: 92083			TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		<input type="checkbox"/> INSIDE	<input type="checkbox"/> OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	<input type="checkbox"/> TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:			TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N
LOC #	STREET	CITY LIMITS	INTEREST	# FULL TIME EMPL	ANNUAL REVENUES: \$
		<input type="checkbox"/> INSIDE	<input type="checkbox"/> OWNER		OCCUPIED AREA: SQ FT
BLD #	CITY:	STATE:	<input type="checkbox"/> TENANT	# PART TIME EMPL	OPEN TO PUBLIC AREA: SQ FT
	COUNTY:	ZIP:			TOTAL BUILDING AREA: SQ FT
DESCRIPTION OF OPERATIONS:					ANY AREA LEASED TO OTHERS? Y / N

## NATURE OF BUSINESS

<input type="checkbox"/> APARTMENTS	<input type="checkbox"/> CONTRACTOR	<input type="checkbox"/> MANUFACTURING	<input type="checkbox"/> RESTAURANT	<input type="checkbox"/> SERVICE	<input checked="" type="checkbox"/> Other	DATE BUSINESS STARTED (MM/DD/YYYY)
<input type="checkbox"/> CONDOMINIUMS	<input type="checkbox"/> INSTITUTIONAL	<input type="checkbox"/> OFFICE	<input type="checkbox"/> RETAIL	<input type="checkbox"/> WHOLESALE		

## DESCRIPTION OF PRIMARY OPERATIONS

TK-8 public montessori school part of the Vista Unified School District in San Diego County

RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES:	INSTALLATION, SERVICE OR REPAIR WORK 100 %	OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK 0 %
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## DESCRIPTION OF OPERATIONS OF OTHER NAMED INSURED

## ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

INTEREST	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
<input type="checkbox"/> ADDITIONAL INSURED							LOCATION:	BUILDING:
<input type="checkbox"/> BREACH OF WARRANTY							VEHICLE:	BOAT:
<input type="checkbox"/> CO-OWNER							AIRPORT:	AIRCRAFT:
<input type="checkbox"/> EMPLOYEE AS LESSOR							ITEM CLASS:	ITEM:
<input type="checkbox"/> LEASEBACK OWNER							ITEM DESCRIPTION	
<input type="checkbox"/> LENDER'S LOSS PAYABLE	REFERENCE / LOAN #:	INTEREST END DATE:		PHONE (A/C, No, Ext):		FAX (A/C, No):		
	LIEN AMOUNT:			E-MAIL ADDRESS:				
REASON FOR INTEREST:								

**GENERAL INFORMATION**

EXPLAIN ALL "YES" RESPONSES				Y / N
1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ?				N
PARENT COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?				N
SUBSIDIARY COMPANY NAME		RELATIONSHIP DESCRIPTION	% OWNED	
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?				Y
<input type="checkbox"/> SAFETY MANUAL	<input type="checkbox"/> SAFETY POSITION	<input type="checkbox"/> MONTHLY MEETINGS	<input type="checkbox"/> OSHA	
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?				N
4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)				N
LINE OF BUSINESS	POLICY NUMBER	LINE OF BUSINESS	POLICY NUMBER	
5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)				N
<input type="checkbox"/> NON-PAYMENT	<input type="checkbox"/> AGENT NO LONGER REPRESENTS CARRIER		<input type="checkbox"/>	
<input type="checkbox"/> NON-RENEWAL	<input type="checkbox"/> UNDERWRITING	<input type="checkbox"/> CONDITION CORRECTED (Describe):		
6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?				N
7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).				N
8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?				N
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?				
OCCUR DATE	EXPLANATION	RESOLUTION	RESOLVE DATE	
11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:				N
12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)				N
13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?				
14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)				
15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)				

**REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)****PRIOR CARRIER INFORMATION**

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER: EQKC
	CARRIER				Universal North Amer
	POLICY NUMBER				CACQ40595
	PREMIUM	\$	\$	\$	\$ 6,291.00
	EFFECTIVE DATE				07/01/2019
	EXPIRATION DATE				07/01/2020

## PRIOR CARRIER INFORMATION (continued)

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER: EQKC
	CARRIER				Universal North Amer
	POLICY NUMBER				CACQ40595
	PREMIUM	\$	\$	\$	\$ 6,341.00
	EFFECTIVE DATE				07/01/2018
	EXPIRATION DATE				07/01/2019
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				

LOSS HISTORY ☐ Check if none (Attach Loss Summary for Additional Loss Information)

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST _____ YEARS						TOTAL LOSSES: \$	
DATE OF OCCURRENCE	LINE	TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM	DATE OF CLAIM	AMOUNT PAID	AMOUNT RESERVED	SUBROGATION Y/N	CLAIM OPEN Y/N

## SIGNATURE

☐ Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)

(Applicant's Initials): \_\_\_\_\_

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER

## CONTACT NAMES

Name	Responsibility	Phone Number
Ms. Erin Feeley	Claims Info	(760)621-8931



## PROPERTY SECTION

DATE (MM/DD/YYYY)

05/04/2022

AGENCY NAME Insurance Incorporated		CARRIER R-T Specialty Insurance		NAIC CODE
POLICY NUMBER 22 23 EQ RT SPECIALTY		EFFECTIVE DATE 07/01/2022	NAMED INSURED(S) Bella Mente Montessori Academy	

## BLANKET SUMMARY

BLKT #	AMOUNT	TYPE	BLKT #	AMOUNT	TYPE

## PREMISES INFORMATION

PREMISES #: 1		STREET ADDRESS: 1737 W. Vista Way							
BUILDING #:		BLDG DESCRIPTION: Building 1							
SUBJECT OF INSURANCE	AMOUNT	COINS %	VALU- ATION	CAUSES OF LOSS	INFLATION GUARD %	DED	DED TYPE	BLKT #	FORMS AND CONDITIONS TO APPLY
Earthquake	1,983,867	90	Rc	Earthquake (C)		25,000	C		
Business Interruption/Income	668,133			Earthquake (C)					

## ADDITIONAL INFORMATION

BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810

VALUE REPORTING INFORMATION - Attach ACORD 811

## ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

SPOILAGE COVERAGE (Y / N)  <input type="checkbox"/>	DESCRIPTION OF PROPERTY COVERED	LIMIT \$	REFRIG MAINT AGREEMENT (Y / N)  <input type="checkbox"/>	OPTIONS
		DEDUCTIBLE \$		<input type="checkbox"/> BREAKDOWN OR CONTAMINATION <input type="checkbox"/> POWER OUTAGE <input type="checkbox"/> SELLING PRICE
SINKHOLE COVERAGE (Required in Florida)		ACCEPT COVERAGE	REJECT COVERAGE	LIMIT: \$
MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV)		ACCEPT COVERAGE	REJECT COVERAGE	LIMIT: \$
<input type="checkbox"/> PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK Type V-A Type V-1 Hr V (111) 7 5-A VI-1 Hr. Protected Combustible. Roof is tile and flat				# OF OPEN SIDES ON STRUCTURE: _____

CONSTRUCTION TYPE Other	DISTANCE TO HYDRANT 500 FT	FIRE STAT MI	FIRE DISTRICT Vista	CODE NUMBER	PROT CL	# STORIES 1	# BASM'TS	YR BUILT 1990	TOTAL AREA 9720
BUILDING IMPROVEMENTS		BLDG CODE GRADE	TAX CODE	ROOF TYPE	OTHER OCCUPANCIES				
<input checked="" type="checkbox"/> WRING, YR: 2016 <input checked="" type="checkbox"/> PLUMBING, YR: 2016 <input checked="" type="checkbox"/> ROOFING, YR: 2016 <input type="checkbox"/> HEATING, YR:		WIND CLASS	SEMI- RESISTIVE	HEATING SOURCE INCL WOODBURNING STOVE OR FIREPLACE INSERT		DATE INSTALLED: _____			
OTHER: YR:		RESISTIVE	MANUFACTURER:						
PRIMARY HEAT				SECONDARY HEAT					
<input type="checkbox"/> BOILER <input type="checkbox"/> SOLID FUEL <input type="checkbox"/> IF BOILER, IS INSURANCE PLACED ELSEWHERE? <input type="checkbox"/> Y / N				<input type="checkbox"/> BOILER <input type="checkbox"/> SOLID FUEL <input type="checkbox"/> IF BOILER, IS INSURANCE PLACED ELSEWHERE? <input type="checkbox"/> Y / N					
RIGHT EXPOSURE & DISTANCE		LEFT EXPOSURE & DISTANCE		FRONT EXPOSURE & DISTANCE			REAR EXPOSURE & DISTANCE		
BURGLAR ALARM TYPE		CERTIFICATE #			EXPIRATION DATE		CENTRAL STATION	LOCAL GONG	
BURGLAR ALARM INSTALLED AND SERVICED BY				EXTENT	GRADE	# GUARDS / WATCHMEN	CLOCK HOURLY		
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems)				% SPRNK 100	FIRE ALARM MANUFACTURER			CENTRAL STATION LOCAL GONG	

## ADDITIONAL INTEREST

ACORD 45 attached for additional names

INTEREST  <input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE  <input type="checkbox"/>	NAME AND ADDRESS	RANK: _____	EVIDENCE: _____	CERTIFICATE _____	INTEREST IN ITEM NUMBER	
					LOCATION:	BUILDING:
					ITEM CLASS:	ITEM:
					ITEM DESCRIPTION	
	REFERENCE / LOAN #:					



<b>ADDITIONAL PREMISES INFORMATION</b>		PREMISES #: 1		STREET ADDRESS: 1737 W. Vista Way					
		BUILDING #: 2		BLDG DESCRIPTION: Building 2					
SUBJECT OF INSURANCE	AMOUNT	COINS %	VALU- ATION	CAUSES OF LOSS	INFLATION GUARD %	DED	DED TYPE	BLKT #	FORMS AND CONDITIONS TO APPLY
Earthquake	8,466,133	90	RC	Earthquake (C)		25,000	C		
Business Interruption/Income	531,867			Earthquake (C)					
ADDITIONAL INFORMATION		BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810				VALUE REPORTING INFORMATION - Attach ACORD 811			
<b>ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION</b>									
SPOILAGE COVERAGE (Y / N)  <input type="checkbox"/>	DESCRIPTION OF PROPERTY COVERED			LIMIT \$		REFRIG MAINT AGREEMENT (Y / N)  <input type="checkbox"/>		OPTIONS  <input type="checkbox"/> BREAKDOWN OR CONTAMINATION <input type="checkbox"/> POWER OUTAGE <input type="checkbox"/> SELLING PRICE	
				DEDUCTIBLE \$					
SINKHOLE COVERAGE (Required in Florida)				ACCEPT COVERAGE		REJECT COVERAGE		LIMIT: \$	
MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV)				ACCEPT COVERAGE		REJECT COVERAGE		LIMIT: \$	
PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK Type V-A Type V-1 Hr V (111) 7 5-A VI-1 Hr. Protected Combustible. Flat								# OF OPEN SIDES ON STRUCTURE: _____	
CONSTRUCTION TYPE Other		DISTANCE TO HYDRANT 500 FT		FIRE STAT MI		FIRE DISTRICT		CODE NUMBER	PROT CL
BUILDING IMPROVEMENTS		BLDG CODE GRADE		TAX CODE		ROOF TYPE		OTHER OCCUPANCIES	
<input type="checkbox"/> WIRING, YR: <input type="checkbox"/> PLUMBING, YR:									
<input type="checkbox"/> ROOFING, YR: <input type="checkbox"/> HEATING, YR:									
<input type="checkbox"/> OTHER: YR:									
PRIMARY HEAT		SECONDARY HEAT							
<input type="checkbox"/> BOILER <input type="checkbox"/> SOLID FUEL <input type="checkbox"/>		<input type="checkbox"/> BOILER <input type="checkbox"/> SOLID FUEL <input type="checkbox"/>							
IF BOILER, IS INSURANCE PLACED ELSEWHERE? <input type="checkbox"/> Y / N		IF BOILER, IS INSURANCE PLACED ELSEWHERE? <input type="checkbox"/> Y / N							
RIGHT EXPOSURE & DISTANCE		LEFT EXPOSURE & DISTANCE		FRONT EXPOSURE & DISTANCE		REAR EXPOSURE & DISTANCE			
BURGLAR ALARM TYPE		CERTIFICATE #		EXPIRATION DATE		CENTRAL STATION <input type="checkbox"/> LOCAL GONG <input type="checkbox"/>			
BURGLAR ALARM INSTALLED AND SERVICED BY		EXTENT		GRADE		# GUARDS / WATCHMEN		CLOCK HOURLY	
PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems)		% SPRNK 100		FIRE ALARM MANUFACTURER		CENTRAL STATION		LOCAL GONG	
ADDITIONAL INTEREST		ACORD 45 attached for additional names							
INTEREST		NAME AND ADDRESS RANK: _____		EVIDENCE: _____		CERTIFICATE _____		INTEREST IN ITEM NUMBER	
<input type="checkbox"/> LENDER'S LOSS PAYABLE								LOCATION: _____ BUILDING: _____	
<input type="checkbox"/> LOSS PAYEE								ITEM CLASS: _____ ITEM: _____	
<input type="checkbox"/> MORTGAGEE								ITEM DESCRIPTION	
		REFERENCE / LOAN #:							

**REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV**

Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS**

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties\* (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR**

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR**

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

PRODUCER'S SIGNATURE	PRODUCER'S NAME (Please Print)	STATE PRODUCER LICENSE NO (Required in Florida)
APPLICANT'S SIGNATURE	DATE	NATIONAL PRODUCER NUMBER

AGENCY		CARRIER		NAIC CODE:		PAGE	
Insurance Incorporated		R-T Specialty Insurance				OF	
3400 Central Ave		INSURED / APPLICANT		POLICY NUMBER		EFFECTIVE DATE	
Suite 220		Bella Mente Montessori Academy		22 23 EQ RT SPECIALTY		07/01/2022	
Riverside CA 92506		HEADQUARTERS ADDRESS					
CONTACT NAME: Danielle DeBolt		1737 W. Vista Way		Vista		CA 92083	
PHONE (A/C, No. Ext): (877) 898-9333		COINS %		APPLICABLE CAUSES OF LOSS			
FAX (A/C, No): (951) 300-9332		80%		<input checked="" type="checkbox"/> EARTHQUAKE COV			
E-MAIL ADDRESS: ddebolt@insuranceinc.com		90%		<input type="checkbox"/> FLOOD <input type="checkbox"/> SPRINKLER LEAKAGE EXCL			
CODE: AGT21224 SUBCODE:		100%		<input type="checkbox"/> SPECIAL <input type="checkbox"/> VANDALISM EXCL			
AGENCY CUSTOMER ID: 00058671				<input type="checkbox"/> SPECIFIC AVERAGE RATE REQUESTED <input type="checkbox"/> BLANKET RATE REQUESTED			

APPLICABLE FORM NUMBERS (Attach completed forms and endorsements that require completion to provide necessary information affecting rates or loss costs)

CLASS CODE	LOC #	BLDG #	DESCRIPTION OF PROPERTY ADDRESS OF PROPERTY	VALU- ATION	SUBJECT	100% VALUES	RATE OR LOSS COST	PREMIUM
	1		Building 1 1737 W. Vista Way Vista CA 92083		EQ	1,983,867		
	1		Building 1 1737 W. Vista Way Vista CA 92083			668,133		
	1	2	Building 2 1737 W. Vista Way Vista CA 92083	RC	EQ	8,466,133		
	1	2	Building 2 1737 W. Vista Way Vista CA 92083			531,867		
<b>TOTAL</b>						\$ 11,650,000	N/A	\$

**SIGNATURE**

ALL VALUES AND LOCATION INFORMATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

INSURED'S SIGNATURE	TITLE	DATE
---------------------	-------	------

SMALL COMMERCIAL EARTHQUAKE INSURANCE  
PREMIUM QUOTATION  
10% Deductible



Client Information		Policy Information
<b>Client Name:</b>	Bella Vista Montessori Academy	<b>Quoted Carrier:</b> Palomar Specialty Insurance Company
<b>Address:</b>	1737 W VISTA WAY	<b>A.M. Best Rating:</b> A- (Excellent) IX
<b>City, State, Zip:</b>	VISTA CA 92083-2112	<b>Policy Term:</b> 12
<b>Policy Type:</b>	Small Commercial Earthquake	<b>Effective Date:</b> 7/1/2022
<b>Deductible Type:</b>	Per Unit of Insurance	<b>Quote Date:</b> 5/24/2022
		<b>Quote Expiration Date:</b> 6/23/2022

Please note the quote is subject to:  
Minimum retained premium of 25%.  
No prior unrepaid earthquake losses.  
No prior EQ losses in past 3 years.  
No Tuck Under Parking.  
Underlying all risk policy.

Coverage and Deductible Summary		
<b>Building 1</b>		
<b>Address:</b>	1737 W VISTA WAY VISTA CA 92083	
<b>Coverage</b>	<b>Coverage Limit</b>	<b>Deductible</b>
<b>Deductible</b>		10%
<b>Building/Real Property</b>	\$1,983,867	\$198,387
<b>Business Contents</b>	\$0	\$0
<b>Business Interruption</b>	\$668,133	\$66,813
<b>Total Insured Values</b>	\$2,652,000	
<b>Building 2</b>		
<b>Address:</b>	1737 W VISTA WAY VISTA CA 92083	
<b>Coverage</b>	<b>Coverage Limit</b>	<b>Deductible</b>
<b>Deductible</b>		10%
<b>Building/Real Property</b>	\$8,466,133	\$846,613
<b>Business Contents</b>	\$0	\$0
<b>Business Interruption</b>	\$531,867	\$53,187
<b>Total Insured Values</b>	\$8,998,000	
	<b>Premium</b>	\$6,291.00
	<b>Fees</b>	\$150.00
	<b>Total Premium &amp; Fees</b>	\$6,441.00

Commercial Property Detail & Statement of Value					
				<b>Number of Buildings:</b>	<b>2</b>
		<b>Building</b>	<b>Contents</b>	<b>Business Interruption</b>	<b>TIV</b>
<b>Address 1:</b>	1737 W VISTA WAY VISTA CA 92083	\$1,983,867	\$0	\$668,133	\$2,652,000
<b>Address 2:</b>	1737 W VISTA WAY VISTA CA 92083	\$8,466,133	\$0	\$531,867	\$8,998,000
<b>Insured Signature:</b>					<b>Date:</b>

Coverage is not bound until this form has been signed and received by the Arrowhead Earthquake Division. Confirmation and the policy number will be emailed to you within 48 hours. Arrowhead will make every attempt to provide accurate premium quotations. However, if an error occurs, the premium rates that are filed and approved for this product are the rates that will be charged for the policy. This quote is a summary of coverage and may not be all encompassing. In an event of difference, policy language will prevail. **Please note that coverage CANNOT be backdated.** Covered locations are subject to inspection to verify information on the submitted application.

**FRAUD NOTICE TO APPLICANTS:** Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime in certain jurisdictions.

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 1.

TO: Board of Directors

FROM: Executive Director

DATE: June 14, 2022

**SUBJECT:** Approve the annual resolution for the Education Protection Account

**ISSUE:** Schools are required to adopt a resolution to determine the use of Education Protection Account (EPA) spending requirements.

**BACKGROUND:** The voters approved Proposition 30 in November of 2012, which established the Education Protection Account (EPA). All temporary tax revenues collected from Proposition 30 over the next seven years for income tax and four years for sales tax, will be collected into the Education Protection Account and distributed to K-12 and Higher Education. There are several requirements for spending determination, disclosing and reporting on the use of the EPA funds. The board of directors must determine the use of the EPA funds in an open session of a public meeting through the attached resolution.

The EPA funds must be accounted for separately and not used for administrative costs. Increased cash management planning and analysis should also be emphasized with the establishment of the EPA due to the timing of revenues received. Additionally, districts are required to annually report on their website an accounting of the EPA funds received and how those funds were spent.

Proposition 30 is estimated to generate \$6 billion in revenue to the State of California. The budget implication is additional revenue that cannot be spent on administrative expenses.

Bella Mente allocates its funds, \$76,032, to 1000-1999: Certificated Personnel Salaries, specifically Teachers.

**FISCAL IMPACT/ FUNDING SOURCE:** \$76,032

**RECOMMENDATION:** Approve the Education Protection Account Fund Use for 22-23 and planned use for 23-24.

Respectfully Submitted,

Erin Feeley  
Executive Director

## 2021-22 and 2022-23 Education Protection Account (EPA)

### RESOLUTION OF THE GOVERNING BOARD OF

#### Bella Mente Montessori Academy

#### BACKGROUND:

The voter's approved Proposition 30, which established the Education Protection Account (EPA). All temporary tax revenues collected from Proposition 30 over the next seven years for income tax and four years for sales tax, will be collected into the Education Protection Account and distributed to K-12 and Higher Education. There are several requirements for spending determination, disclosing and reporting on the use of the EPA funds. The board of directors must determine the use of the EPA funds in an open session of a public meeting through the attached resolution.

The EPA funds must be accounted for separately and not used for administrative costs. Increased cash management planning and analysis should also be emphasized with the establishment of the EPA due to the timing of revenues received. Additionally, the charter is required to annually report on their website an accounting of the EPA funds received and how those funds were spent. The budget implication is additional revenue that cannot be spent on administrative expense.

#### ACTION:

BE IT RESOLVED that the Education Protection Account funds to be received by Bella Mente Montessori Academy FY 2022-23 in the amount of approximately \$76,032 will be used on Certificated Teacher Salaries, thus solely for instructional, non-administrative expenses.

PASSED AND ADOPTED at a meeting of the Board of Directors of Bella Mente Montessori Academy.

In 2021-22, the school received approximately \$75,624 in Education Protection Account (EPA) Funding. These funds were spent exclusively on certificated teacher salaries.

**BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 2.**

**TO:** Board of Directors

**FROM:** Principal & Executive Director

**DATE:** June 14, 2022

**SUBJECT:** Final Read and approval of the 2021-24 Local Control and Accountability Plan (LCAP)

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

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

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

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

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

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

The 21-22 school year is the beginning of a new three year goal cycle with goals created by the Principal with consultation from the school's stakeholders. At tonight's meeting, the Board will be reviewing the same goals from our three year cycle LCAP and approving expenditures to meet our LCAP goals

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



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.

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.

### **LCFF Supplemental and/or Concentration**

FY22-23: \$465,874

### **LCFF additional 15%**

FY22-23: \$18,294

### **Required Percentage to increase services**

FY22-23 14.00%

<b>Goal #1</b>	<b>Actions/ Services</b>	<b>Funding Source</b>	<b>Budgeted Expenditure</b>
			\$484,169.00
<i>Action 1</i>	1FTE Reading Specialist-Lisa (Title I)	Title I	\$103,772.00
<i>Action 2</i>	Wonders Curriculum-Wonders for EL	LCAP	\$18,042.45
<i>Action 3</i>	Rosetta Stone Curriculum	LCAP	\$4,000.00
<i>Action 4</i>	ALEKS Curriculum	LCAP	\$6,000.00
<i>Action 5</i>	Studies Weekly	LCAP	\$9,520.00
<i>Action 6</i>	NWEA MAPs	LCAP	\$14,400.00
<i>Action 7</i>	Math Reveal McGraw Hill	LCAP	\$5,000.00
<i>Action 8</i>	Learning A to Z	LCAP	\$1,000.00
<i>Action 9</i>	PE Teacher	LCAP	\$73,533.00
<i>Action 10</i>	Handwriting without Tears	LCAP	\$12,000.00
<i>Action 11</i>	TCU Science 6th 7th 8th	LCAP	\$18,000.00
<b>Goal #2</b>			
<i>Action 1</i>	Leader in Me	LCAP	\$17,587.42
<i>Action 2</i>	1FTE Art Teacher	LCAP	\$77,113.00
<i>Action 3</i>	1FTE Garden and Nutrition Teacher	LCAP	\$73,729.00
<b>Goal #3</b>			

Action 1	1FTE Bilingual Community Liaison	LCAP	\$49,994.00
Action 2	1FTE Bilingual Counselor	LCAP	\$73,534.00
Action 3	.5FTE Bilingual Attendance Clerk	LCAP	\$31,623.00

**FISCAL IMPACT/ FUNDING SOURCE:** Supplemental Grant Funds estimated at \$484,168.00.

**RECOMMENDATION:** Approve the 21-24 LCAP as presented.

Respectfully Submitted,

Erin Feeley, Executive Director  
James Proby, Principal

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 3.

TO: Board of Directors

FROM: Executive Director

DATE: June 14, 2022

**SUBJECT:** Approve the 2022-2023 Consolidated Application (ConApp) used by the California Department of Education to distribute categorical funds

**ISSUE:** Through the Consolidated Application (ConApp), Bella Mente has access to categorical funds from state and federal sources. Annually in June we are required to apply via Part I.

**BACKGROUND:** The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each local educational agency (LEA) submits Part I of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. Part II of the application is submitted in the fall of each year and contains the district entitlements for each funded program. Out of each state and federal program entitlement, districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

**FISCAL IMPACT/ FUNDING SOURCE:**

Title I, Part A Basic Grant- ESSA Funds are used to support effective, evidence-based educational strategies that close the achievement gap and enable the students to meet the state's challenging academic standards. Title I-funded schools are either Targeted Assistance Schools (TAS) or Schoolwide Program (SWP) schools.

Title II, Part A, Teacher Quality Funds are designated to ensure compliance with professional development activities and to support teachers meeting state and ESSA credentialing requirements.

Title IV. Part A, Student Support This program provides funding to improve students' academic achievement by increasing school district capacity to: 1. Provide all students with access to a well-rounded education; 2. Improve school conditions for student learning; and 3. Improve the use of technology in order to improve the academic achievement and digital literacy of students.

**RECOMMENDATION:** Approve the 2022-2023 Consolidated Application Part I for the consideration of Title Federal Monies.

Respectfully Submitted,

Erin Feeley  
Executive Director

**BELLA MENTE MONTESSORY ACADEMY**  
**BOARD OF DIRECTORS AGENDA ITEM**  
**Action Item**

**RECOMMENDATION:** Approve application for the 2022-23 Consolidated Application Funds listed below.

**BACKGROUND INFORMATION:**

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each local educational agency (LEA) submits Part I of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. The action on this document is being taken as a measure to apply for those funds.

Part II of the application is submitted in the fall of each year and contains the district entitlements for each funded program. Out of each state and federal program entitlement, districts allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

**CURRENT INFORMATION:**

**Title I, Part A Basic Grant- ESSA**

Funds are used to support effective, evidence-based educational strategies that close the achievement gap and enable the students to meet the state's challenging academic standards. Title I-funded schools are either Targeted Assistance Schools (TAS) or Schoolwide Program (SWP) schools

**Title II, Part A, Teacher Quality**

Funds are designated to ensure compliance with professional development activities and to support teachers meeting state and ESSA credentialing requirements.

**Title III, Part A, Language Instruction for English Learner**

Funds are designed to ensure that all English Learning students attain English proficiency, develop high levels of academic attainment in English, and meet the same challenging state academic standards as all other students.

**Title III, Part A, Immigrant Students**

Funds are designed to be specifically targeted to eligible immigrant students and their families through the provision of supplementary programs and services for the underlying purpose of assuring that these students meet the same challenging grade level and graduation standards as mainstream students.

**Title IV, Part A, Student Support**

This program provides funding to improve students' academic achievement by increasing school district capacity to:

1. Provide all students with access to a well-rounded education;
2. Improve school conditions for student learning; and
3. Improve the use of technology in order to improve the academic achievement and digital literacy of all students.

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 4.

TO: Board of Directors

FROM: Executive Director

DATE: June 14, 2022

**SUBJECT:** Approve the 22-23 insurance proposal from CharterSafe, JPA for Liability, Property, Workers' compensation & Employers Liability

**ISSUE:** Each year the Board of Directors must approve insurance coverage which meets the school District minimum coverage requirements.

**BACKGROUND:** In the 19-20 school year, the school experienced a huge increase in insurance costs. This was due to the addition of sexual misconduct statute of limitations lifting. This year, insurance rates have increased again though the change was slight (\$8,472). Bella Mente has been satisfied with the level of service and coverage provided by CharterSafe over the years including Risk Management reviews and staff training at no additional cost.

As requested by the Board of Directors, additional quotes were sought. In response to our request for quotes, we received no responses for liability coverage. We did receive quotes for earthquake coverage which was voted on in the Consent Calendar section of the agenda.

As was done last year, the school will provide notice to CharterSafe that we plan to pursue other insurance carrier options for the 23-24 school year.

**FISCAL IMPACT/ FUNDING SOURCE:** \$138,666 (up from \$130,194 in 20-21) Annual Cost

**RECOMMENDATION:** Approve the 22-23 insurance proposal from CharterSafe, JPA for Liability, Property, Workers' compensation & Employers Liability.

Respectfully Submitted,

Erin Feeley

Executive Director

May 23, 2022

Dear CharterSAFE member,

It is our pleasure to present your membership proposal for the 2022-2023 policy year. CharterSAFE has served our members for over 17 years, providing charter schools with high-quality insurance and risk management services. We are a nonprofit organization with over 275 member-owners representing over 800 locations, over \$1 billion in payroll, \$1.3 billion in property, and 200,000 students. Our goal is to partner with our members to ensure your school is safe and sustainable.

Each year, CharterSAFE's team diligently evaluates all coverage programs, so you are protected when bad things happen. We negotiate with our insurance carrier partners to provide members with the best possible pricing and coverage terms. Joint Power Authorities (JPAs) like CharterSAFE harness group purchasing power to obtain competitive pricing for quality coverage. By leveraging our size, we negotiate with over 29 leading domestic and international insurance and reinsurance companies. This ongoing due diligence on member schools' behalf is a valuable benefit of your ownership.

California continues to experience a difficult insurance market; costs increase and the ability to find coverage decreases. In addition, the increase in sexual assault, cyber attacks, and employment practices exposures drive premiums to rise. With the collective buying power of CharterSAFE, we can shelter our members from the 100%+ increases in cost we are seeing in the direct market in the last few years. The same applies for this year, and the average change in rates for the 2022-2023 policy year programs are:

- Workers' Compensation 0%
  - General Liability 15%
  - Property 12%
  - All Programs Combined 10%
- (percentages are combined weighted averages)*

We are pleased to present this year another COVID-19 rebate. CharterSAFE's expected "claims paid" in the 2021-2022 fiscal year was less than budgeted due to pandemic uncertainties, we will be passing these savings to our membership. The value of this rebate is outlined in your member contribution proposal.

**Thank you for your continued membership in the CharterSAFE insurance and risk management program, and we look forward to serving you for the 2022-2023.**

### What you need to do

1. Please review the attached **Executive Report** and learn more about CharterSAFE, our financial stability, the current insurance market, loss and safety trends for charter schools, and our services.
2. Review your **Member Contribution Proposal** (attached) for accuracy. Double-check the number of employees, vehicle schedule, property schedule, and other data. Make changes by emailing or calling your servicer and they can assist you with updating your charter school's exposures to get an updated proposal. You have until June 15th to make changes.
3. Should your school provided provisional notice to withdraw, your final decision is also due by June 15.
4. Members who provided provisional notice to withdraw – your decision to stay or leave CharterSAFE is due in writing by June 15, 2020. Late withdrawal decisions will be subjected to any penalty as outlined in the bylaws and JPA agreement.
5. **Logon to the CharterSAFE member [portal](#)** and complete the following:
  - a. **Proposal Acceptance** - sign the member contribution acknowledgment – this secures your acceptance of the proposal and continuing membership and insurance coverages with CharterSAFE.
6. Please refer to the enclosed **Changes to the 2022-2023 Memorandum of Coverage** (MOC) for a high-level summary of coverage changes.

As an insurance pooling JPA, CharterSAFE's mission is to serve as a steward-guardian of school safety by providing our charter school members with a strong understanding of school hazards and approach to risk management. As a result, members will have a safe and secure environment that promotes a focus on teaching, learning, and student outcomes.

As a member of CharterSAFE, you have access to no-cost resources to help mitigate your school's risk, including expert human resources consulting, claims and risk management support, contract review, site inspections, robust online training, and a dedicated service team. Please continue to take advantage of these resources; **the safer our schools are, the lower claims and insurance costs will be for all.** We are here to answer any questions you may have regarding your renewal. Thank you for your membership and continued partnership.

We look forward to serving you in the 2022-2023 year.

**The CharterSAFE Team**



# CharterSAFE

BE SAFE • FEEL SAFE

## 2022-2023 Membership Proposal

*Prepared for:*

**Bella Mente Charter School**

*Coverage Effective:*

**July 01, 2022 at 12:01 AM - July 01, 2023 at 12:00 AM**

California Charter Schools Joint Powers Authority  
P.O. Box 969, Weimar, CA 95736  
Phone: 888.901.0004 Fax: 888.901.0004  
[www.chartersafe.org](http://www.chartersafe.org)

**Issued: May 26, 2022 at 12:41 pm**

**DISCLOSURE:** This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Erin,

CharterSAFE is pleased to present your membership renewal for the 2022-2023 year. Your membership includes the following:



For a more detailed listing of our member services, please contact **Bettina Hooper**, Managing Director, Member Services and Operations, at [bhooper@chartersafe.org](mailto:bhooper@chartersafe.org) or (916) 880-3470.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII (\$50M policyholder surplus minimum) or higher or are placed with an approved California scholastic joint powers authority.

#### **REQUIRED SIGNATURES:**

To bind coverage, you must login to the CharterSAFE web portal at [www.chartersafe.org](http://www.chartersafe.org) and complete and sign the following:

1. Member renewal acceptance

We look forward to working with you in the 2022-2023 year!

Thank you,

The CharterSAFE Team

# CharterSAFE

## 2022-2023 CLAIMS AND INCIDENT REPORTS GUIDELINES

**Member schools must notify CharterSAFE by submitting an online report, as soon as practicable, of an occurrence, accident, injury, claim, suit or circumstances that may reasonably result in a claim or suit.** A delay in reporting could lead to a denial of coverage.

For your protection, claims will not be accepted by phone, email, or fax.

### CLAIMS FILING PROCESS ON THE WEB PORTAL

- Go to [www.chartersafe.org](http://www.chartersafe.org) and log in.
- If you need to reset your login credentials, please reach out to your CharterSAFE Representative: **Dan Berry** at [dberry@chartersafe.org](mailto:dberry@chartersafe.org).
- Hover over the "Claims" tab, choose "Submit a Claim" and our website will prompt you with a series of questions to help you determine the appropriate claim form to submit.
- Complete the online questions and select the "Submit" icon at the bottom. After submission, you will receive a confirmation email with information regarding next steps.

### CLAIMS RESOURCES AND FORMS

- Hover over the "Claims" tab, choose "Resources and Forms" and you will find all supporting documents you might need when filing a claim or incident report, such as:
  - Student Accident Claim Packet (English and Spanish)
  - Volunteer Accident Claim Packet (English and Spanish)
  - Statement of No Insurance
  - Workers' Compensation Claim Form (DWC-1)
  - Employee Fact Sheet
  - Kaiser on the Job Clinics
  - Employee Injury Card

For any claim reporting questions, please contact **Dennis Monahan**, Managing Director, Claims, at (619) 878-6221 or email [dmonahan@chartersafe.org](mailto:dmonahan@chartersafe.org).

## MEMBER CONTRIBUTION SUMMARY

Bella Mente Charter School

Coverage Effective: July 01, 2022 at 12:01 AM - July 01, 2023 at 12:00 AM

Your CharterSAFE Insurance Program includes the following coverages:

### Liability & Property Package Member Contribution

**\$114,081.00**

#### Core Liability Program

- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Childhood Sexual Assault Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

#### Crime

#### Property

#### Student & Volunteer Accident

#### Additional Program Coverages

- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability

### Workers' Compensation & Employer's Liability Member Contribution

**\$30,363.00**

### Combined Member Contribution

**\$144,444.00**

#### COVID-19 REBATE:

**\$5,778.00**

Rebate will be applied either by:

1. Payment in Full - applied to your full payment due
2. Installment Plan - applied to the deposit

### Total Member Contribution (COVID-19 Rebate Applied)

**\$138,666.00**

Member can choose one of two payment options when accepting the proposal online

#### Payment in Full - \$138,666.00 Installment Plan

- Deposit (25%) - Due Now - \$30,333.00
- 9 Monthly Installments - \$12,037.00

Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.

### Proposal Acceptance: Go to [www.chartersafe.org](http://www.chartersafe.org) and sign on to complete the renewal acceptance.

By signing online, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

**DISCLOSURE:** This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

## Mailing Address

1737 W. Vista Way  
Vista, CA 92083

## Continuity and Retroactive Dates

**Directors & Officers Liability Continuity Date:** 03/12/2013

**Employment Practices Liability Continuity Date:** 03/12/2013

**Fiduciary Liability Continuity Date:** 03/12/2013

**Childhood Sexual Assault Liability Continuity Date:** 07/01/2021

## Vehicles

None scheduled.

## EXPOSURES & LOCATIONS

Member contributions are calculated based on the following exposures:

### Students/Employees/Payroll

Location Address(es)	Students	Employees	Payroll
Bella Mente Charter School 1737 West Vista Way/155 and 221 North Em Vista, CA 92083	550	51	\$2,538,525.00
Bella Mente Holdings, LLC 1737 West Vista Way Vista, CA 92083	0	0	\$0.00
<b>Total:</b>	<b>550</b>	<b>51</b>	<b>\$2,538,525.00</b>

Property Values

Location Address(es)	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
Bella Mente Charter School 1737 West Vista Way/155 and 221 North Em Vista, CA 92083	\$0.00	\$1,050,000.00	\$210,000.00	\$1,260,000.00
Bella Mente Holdings, LLC 1737 West Vista Way Vista, CA 92083	\$11,550,000.00	\$840,000.00	\$262,500.00	\$12,652,500.00
Total:	\$11,550,000.00	\$1,890,000.00	\$472,500.00	\$13,912,500.00

## **CORE LIABILITY PROGRAM**

Core Liability Program Coverage Limits: **\$5,000,000** Per Member Aggregate

The Core Liability Program Breaks Down As Follows:

### Directors & Officers, Employment Practices, and Fiduciary Liability

Coverages	Limits	Deductibles
<b>Directors &amp; Officers and Company Liability</b>	\$5,000,000 per <b>claim</b> and member aggregate	\$15,000.00
<b>Employment Practices Liability</b>	\$5,000,000 per <b>claim</b> and member aggregate	\$15,000.00
<b>Fiduciary Liability</b>	\$1,000,000 per <b>claim</b> and member aggregate	\$0

**Reporting:** Claims must be reported to CharterSAFE as soon as you are made aware of a claim and no later than sixty (60) days after policy expiration. Coverage is provided on a claims-made basis.

### General Liability

Coverages	Limits	Deductibles
<b>Bodily Injury Property Damage</b>	\$5,000,000 per occurrence and member aggregate	\$500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk Activity</i> *
<b>Premises Medical Payment</b>	\$10,000 per person \$50,000 per occurrence	\$0
<b>Products and Completed Operations</b>	\$5,000,000 per occurrence and member aggregate	\$0
<b>Armed Assailant Sublimit</b>	\$100,000 per occurrence and aggregate	\$0
<b>COVID-19 Defense Cost and Premises Medical Payment for bodily injury arising out of the administration and/or supervision of on-site rapid testing of COVID-19</b>	\$100,000 per occurrence and aggregate \$2,000,000 CharterSAFE's member combined annual aggregate	\$0
*A list of <i>High-Risk Activities</i> is available at <a href="http://www.chartersafe.org">www.chartersafe.org</a> or you may contact <b>Dan Berry</b> (dberry@chartersafe.org / (916) 880-3469).		

### Employee Benefits Liability

Coverages	Limits	Deductibles
<b>Employee Benefits Liability</b>	\$5,000,000 per occurrence and member aggregate	\$0

## Educator's Legal Liability

Coverages	Limits	Deductibles
<b>Educator's Legal Liability</b>	\$5,000,000 per occurrence and member aggregate	\$2,500 per occurrence
<b>Special Education Program Legal Expense Coverage - Reimbursement Sublimit</b>	\$50,000 per occurrence/ aggregate reimbursement sublimit  \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$7,500 per occurrence

## Childhood Sexual Assault Liability

Coverages	Limits	Deductibles
<b>Childhood Sexual Assault Liability</b>	\$5,000,000 per <b>claim</b> and member aggregate	\$0 if school completes training requirement  \$100,000 if school did not complete training requirement
<b>Reporting:</b>	Claims must be reported to CharterSAFE within sixty (60) days after policy expiration. Coverage is provided on a claims-made basis.	
<b>Training Mandate</b> Childhood Sexual Assault Prevention Training by CharterSAFE is available under the CharterSAFE Learning Center and is <b>REQUIRED</b> to be completed by 90% or more of staff within ninety (90) days of coverage renewal. New employees are required to complete the training within six (6) weeks of employment.		

## Law Enforcement Activities Liability

Coverages	Limits	Deductibles
<b>Law Enforcement Activities Liability</b>	\$5,000,000 per occurrence and member aggregate	\$0

## Automobile

Coverages	Limits	Deductibles
<b>Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos</b>	\$5,000,000 per occurrence and member aggregate	\$0
<b>Auto Physical Damage*</b>	\$2,000,000 per occurrence and member aggregate	\$500 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.		



## Excess Liability - SELF

<b>Coverage Provided by:</b>	Schools Excess Liability Fund (SELF)
<b>Coverage:</b>	Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions.
<b>Limits:</b>	\$50,000,000 per occurrence/claim and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the \$5M limits above to total a limit of \$55M.

CharterSAFE is a single member of SELF, a nonprofit scholastic JPA in California, for excess liability coverage. Please note that SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with different limits, terms, conditions and exclusions. You can access SELF JPA's information at [www.selfjpa.org](http://www.selfjpa.org).

Employment Practices Liability coverage within the SELF layer includes ONLY these three types: wrongful termination, discrimination, and/or sexual harassment.

## CRIME

Coverages	Limits	Deductibles
<b>Money and Securities</b> <b>Forgery or Alteration</b> <b>Employee Dishonesty</b> <b>Computer and Funds Transfer Fraud</b>	\$1,000,000 per occurrence and member aggregate	\$2,500 per occurrence

## PROPERTY

**Perils Include:** Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

**Valuation:** Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section

Coverages	Limits	Deductibles
<b>Property</b>	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence.  See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence  <b>Causes of Loss:</b> 1. Water Damage: \$10,000 per occurrence 2. Wildfire: \$2,500 per occurrence
<b>Boiler &amp; Machinery / Equipment Breakdown</b>	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence.  See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
<b>Business Interruption</b>	\$10,000,000 per occurrence	\$1,000 per occurrence
<b>Extra Expense</b>	\$10,000,000 per occurrence	\$1,000 per occurrence

### PLEASE NOTE:

Renovation and construction projects valued over \$200,000 in hard and soft costs are not covered unless specifically endorsed onto the policy. If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact your CharterSAFE Representative: **Dan Berry** at [dberry@chartersafe.org](mailto:dberry@chartersafe.org). CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional member contribution would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact **Kiki Goldsmith** ([kiki\\_goldsmith@ajg.com](mailto:kiki_goldsmith@ajg.com)/ 949-349-9842).

## STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
<b>Student Accident</b>	\$50,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
<b>Volunteer Accident</b>	\$25,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
*A list of <i>High-Risk Activities</i> is available at <a href="http://www.chartersafe.org">www.chartersafe.org</a> or you may contact <b>Dan Berry</b> ( <a href="mailto:dberry@chartersafe.org">dberry@chartersafe.org</a> / (916) 880-3469).		

### Terms & Conditions:

- Coverage is provided on an excess basis, but would become primary should the student or volunteer not have health insurance.
- Claim submission deadline: Ninety (90) days after the date of incident.

### Optional Catastrophic Student Accident Coverage:

If interested in obtaining higher limits with or without sports included, please contact:

Gallagher  
18201 Von Karman Avenue, Suite #200  
Irvine, CA 92612

**Kiki Goldsmith**  
Client Service Manager  
[kiki\\_goldsmith@ajg.com](mailto:kiki_goldsmith@ajg.com)  
949-349-9842

## **ADDITIONAL PROGRAM COVERAGES**

### Pollution Liability And First Party Remediation

Coverages	Limits	Deductibles
<b>Pollution Liability and First Party Remediation</b>	\$1,000,000 per pollution condition or indoor environmental condition and aggregate  \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per pollution condition

**Reporting:**

Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.  
Coverage is provided on a claims-made basis.

### Terrorism Liability

Coverages	Limits	Deductibles
<b>Terrorism Liability</b>	\$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	\$0

**Reporting:**

Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.  
Coverage is provided on a claims-made basis.

### Terrorism Property

Coverages	Limits	Deductibles
<b>Terrorism Property</b>	As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence. See "Exposures & Locations" section for schedule limits.	\$1,000 per occurrence

### Cyber Liability

Coverages	Limits	Deductibles
<b>Cyber Liability</b> including Ransomware	\$1,000,000 per <b>claim</b>  \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per <b>claim</b>
<b>Ransom Payment Sublimit</b>	Qualification Level 1 - \$250,000 sublimit* Qualification Level 2 - \$100,000 sublimit* Qualification Level 3 - \$50,000 sublimit*	

**Reporting:**

Claim must be reported to CharterSAFE within sixty (60) days after policy expiration.  
Coverage is provided on a claims-made basis.

**\*Requirement for Coverage to be in effect:**

Qualification Level 1 - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud or offline using separate credentials; (3) implemented an EDR tool or MDR service.  
Qualification Level 2 - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud of offline using separate credentials.  
Qualification Level 3 - Members who did not submit a cyber application and/or do not meet the security requirements.

## WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
<b>Workers' Compensation</b>	Statutory	\$0
<b>Employer's Liability</b>	\$5,000,000 per Accident \$5,000,000 by Disease per Employee \$5,000,000 by Disease Policy Limit	\$0

**Auditable:**

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

## 2022-2023 Material Changes to Memorandum of Coverage (MOC)

*Please refer to the 2022-2023 Memorandum of Coverage for a complete description of all coverages.*

### **General Exclusions, item 7.**

#### **Added exclusion:**

##### 7. Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)

a. any loss, cost, expense, liability arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened discharge, escape, seepage, migration, release, or existence, ingestion, inhalation, absorption, exposure to, contact with, consumption or absorption of Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) or materials containing Perfluoroalkyl or Polyfluoroalkyl Substances (PFLAS).

b. any loss, cost, expense, liability, or other type of obligation arising out of or resulting from, or in any way related to, any:

(1) claim, suit, request, demand, directive, statutory or regulatory requirement, or order by or on behalf of any person, entity, or governmental authority that any COVERED PARTY, ATTENTIONAL COVERED PARTY, or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) or materials containing Perfluoroalkyl or Polyfluoroalkyl Substance (PFAS); or

(2) claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) or materials containing Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS).

#### **Impact:**

Any claim related to or involving Perfluoroalkyl, or Polyfluoroalkyl Substances are not covered.

### **General Exclusions, item 10.**

#### **Added exclusion:**

10. Any liability arising out of, based upon, attributable to or relating in way to:

a. the actual, alleged, or threatened inhalation of, ingestion of, contact with or exposure to "silica" or goods, products containing silica, or

b. the use of silica in the construction or manufacturing of any good, product or structure or the presence of silica in any good, product or structure; or

c. the abatement, mitigation removal, containment or disposal of silica or failure to abate, mitigate, remove, contain, or dispose of silica.

Silica means the chemical compound silicon dioxide (SiO<sub>2</sub>) in any form, including dust which contains silica.

#### **Impact:**

Any claim related to or involving silica are not covered.

### **Section I. General Liability**

#### **Change in exclusion language:**

13. Products-Completed Operations. BODILY INJURY or PROPERTY DAMAGE arising from YOUR WORK or YOUR PRODUCTS. The exceptions to this exclusion are removed.

#### **Impact:**

Clarifies the products-completed operations exclusion for bodily injury or property damage from your work or work product as it relates to construction from the ground up, repair, or renovation of a structure.

## **Section I. General Liability**

### **Moved Exclusion:**

DIRECTORS AND OFFICERS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY exclusions have been moved from General Exclusions to General Liability exclusions.

### **Impact:**

None.

## **Endorsement - Student Accident- High Risk Activities**

### **Language Change:**

The list of specific high-risk activities has been shortened and are replaced with broaden language:

Examples: High ropes courses previously noted, new version notes "heights more than 6 feet."

Scuba diving previously noted, new version notes "water depths greater than 2 feet."

### **Impact:**

Please note that a DEDUCTIBLE of Five Hundred Dollars (\$500) shall apply on a per injury basis for the activities that involve:

1. Water depths greater than 2 feet (including but not limited to, scuba diving, sailing, fishing, swimming, dunk tanks)
2. Height more than 6 ft (Including but not limited to ziplining, rock climbing, bungee jumping, high ropes courses)
3. Jumping and/or inflatable devices (including, but not limited to, trampolines\*, bounce houses, hamster balls, zorbs, slides, mazes, and obstacle courses)
4. Activities involving animals\* (including but not limited to horseback riding)
5. Carnival rides
6. Weapons of any kind (including but not limited to airsoft and paintball guns, shooting range, etc.)
7. Fire (including but not limited to fireworks)

\*Except mini-trampolines and animals when part of Special Education Programs.

## **Section IV. Childhood Sexual Assault**

### **Change in language:**

Due date for employee training is now Sept. 30 vs. 90 days from policy inception, for clarity.

### **Impact:**

Members have from July 1 to Sept 30 for staff to complete the online sexual assault training through vector solutions or the CharterSAFE Learning Center. At least ninety percent of members staff must complete to qualify for the deductible waiver.

## **Section VI. Auto Liability & Physical Damage**

### **Added Definition:**

Add Definition for "Owned & Scheduled Vehicles"

Added "scheduled and/or hired" to Auto PD insuring agreement

Added language to note coverage is for vehicles "primarily garaged in State of CA"

### **Impact:**

Clarifies coverage is provided for cars garaged in CA.

## **Territory**

### **Definition clarified:**

Add Auto specific territory to note coverage is worldwide, when the vehicle is primarily garaged in CA.  
(Mexico is still noted as excluded)

### **Impact:**

Broadens coverage.



BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 5.

TO: Board of Directors

FROM: Executive Director

DATE: June 14, 2022

**SUBJECT:** Temporary adoption of Aleks Math for grades 7-8

**ISSUE:** Due to the COVID-19 pandemic, schools continue to face many unknowns again in the 22-23 school year. While we expect all students to attend school in person each, we do need to plan for students who may be learning in a virtual format. To ensure our students have equitable access to a robust curriculum no matter the learning mode, staff is recommending the following temporary curriculum adoption, valid for the 2022-2023 school year.

**BACKGROUND:** Assessment and LEarning in Knowledge Spaces is a Web-based, artificially intelligent assessment and learning system. ALEKS uses adaptive questioning to quickly and accurately determine exactly what a student knows and doesn't know in a course. ALEKS then instructs the student on the topics she is most ready to learn. As a student works through a course, ALEKS periodically reassesses the student to ensure that topics learned are also retained. ALEKS courses are very complete in their topic coverage and ALEKS avoids multiple-choice questions. A student who shows a high level of mastery of an ALEKS course will be successful in the actual course she is taking. ALEKS also provides the advantages of one-on-one instruction, 24/7, from virtually any Web-based computer for a fraction of the cost of a human tutor.

ALEKS is a ground-breaking technology developed from research at New York University and the University of California, Irvine, by a team of software engineers, mathematicians, and cognitive scientists with the support of a multi-million-dollar grant from the National Science Foundation. ALEKS is fundamentally different from previous educational software. At the heart of ALEKS is an artificial intelligence engine that assesses each student individually and continuously.

ALEKS is based upon original theoretical work in a field of study called "Knowledge Space Theory." Work in Knowledge Space Theory was begun in the early 1980s by Dr. Jean-Claude Falmagne, an internationally renowned mathematician and Professor of Cognitive Sciences who is the Chairman and founder of ALEKS Corporation. The Average Historical Student Learning Rates with ALEKS are ~90% and Many topics are available in both English and Spanish. Simply click next to "English" in the main menu and pull down to "Espanol."

ALEKS References:

#### [References](#)

[https://www.aleks.com/about\\_aleks/overview#](https://www.aleks.com/about_aleks/overview#)

In addition, the ALEKS math program allows students to work at their own pace. Students who are above grade level can progress past their peers. In the past, some students have completed a whole other year of instruction beyond their peers because the AI determined the students were ready for the topics presented.

**FISCAL IMPACT/ FUNDING SOURCE:** Fiscal impact is based on a scenario of 66 total student Population (and 2 teacher subscriptions). Cost is \$46.59 per student for a total of \$3,074.94.

**RECOMMENDATION:** Approve use of the suggested temporary curriculum as we transition back to fully in person learning.

Respectfully Submitted,

Erin Feeley  
Executive Director



Because learning changes everything.®

**QUOTE PREPARED FOR:**

BELLA MENTE MONT ACADEMY  
1737 W VISTA WAY  
VISTA, CA 92083-2112  
ACCOUNT NUMBER: 7897331

**SUBSCRIPTION/DIGITAL CONTACT:**

Susan Croniser  
scroniser@bellamentecharter.org

**CONTACT:**

Susan Croniser  
scroniser@bellamentecharter.org

**SALES REP INFORMATION:**

Trey Thompson  
trey.thompson@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
<a href="#">ALEKS</a>	\$3,168.12	(\$93.18)	\$3,074.94
<b>PRODUCT TOTAL*</b>	\$3,168.12	(\$93.18)	\$3,074.94
<b>ESTIMATED S&amp;H**</b>			\$0.00
<b>ESTIMATED TAX**</b>			\$0.00
<b>GRAND TOTAL*</b>			\$3,074.94

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC |  
Email: orders\_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 06/10/2022  
QUOTE NUMBER: JMCCO-06102022-027

ACCOUNT NAME: BELLA MENTE MONT ACADEMY  
ACCOUNT #: 7897331

EXPIRATION DATE: 07/25/2022  
PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
<b>ALEKS</b>					
ALEKS 6-12 STANDALONE MY. 1 YEAR STUDENT SUBSCRIPTION	978-0-07-686789-9	66	\$46.59	\$0.00	\$3,074.94
ALEKS 6-12 STANDALONE VIA MY.MHEDUCATION.COM 1 YEAR TEACHER SUBSCRIPTION	978-0-07-696593-9	2	\$46.59	\$93.18	*Free Materials
<b>ALEKS Subtotal:</b>				<b>\$93.18</b>	<b>\$3,074.94</b>

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC |  
Email: orders\_mhe@mheducation.com | Phone: | Fax:

QUOTE DATE: 06/10/2022  
QUOTE NUMBER: JMCCO-06102022-027

ACCOUNT NAME: BELLA MENTE MONT ACADEMY  
ACCOUNT #: 7897331

EXPIRATION DATE: 07/25/2022  
PAGE #: 2



Because learning changes everything.®

**QUOTE PREPARED FOR:**

BELLA MENTE MONT ACADEMY  
1737 W VISTA WAY  
VISTA, CA 92083-2112  
ACCOUNT NUMBER: 7897331

**CONTACT:**

Susan Croniser  
scroniser@bellamentecharter.org

VALUE OF ALL MATERIALS	\$3,168.12
FREE MATERIALS	(\$93.18)
<b>PRODUCT TOTAL*</b>	<b>\$3,074.94</b>
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
<b>GRAND TOTAL</b>	<b>\$3,074.94</b>

**SUBSCRIPTION/DIGITAL CONTACT:**

Susan Croniser  
scroniser@bellamentecharter.org

Comments:

\* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

**Terms of Service:**

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting [www.mheducation.com](http://www.mheducation.com) (or [www.mhecoast2coast.com](http://www.mhecoast2coast.com)).

School Purchase Order Number: \_\_\_\_\_

\_\_\_\_\_  
Name of School Official (Please Print)

\_\_\_\_\_  
Signature of School Official

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER****SEND ORDER TO:**

McGraw Hill LLC |  
Email: [orders\\_mhe@mheducation.com](mailto:orders_mhe@mheducation.com) | Phone: | Fax:

QUOTE DATE: 06/10/2022  
QUOTE NUMBER: JMCCO-06102022-027

ACCOUNT NAME: BELLA MENTE MONT ACADEMY  
ACCOUNT #: 7897331

EXPIRATION DATE: 07/25/2022  
PAGE #: 3

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 6.

TO: Board of Directors

FROM: Executive Director

DATE: June 14, 2022

SUBJECT: Temporary adoption of Studies Weekly for Social Studies (grades 1-6) and Science (grades 1-5)

ISSUE: As the school transitions from the pandemic, we are able to move towards our mission of a Montessori based education. As we require teachers to be trained in the Montessori method, we are in need of supplementary curriculum materials.

BACKGROUND: In the 21-22 school year, students in grades k-6 used Studies Weekly for Social Studies and Science. In prior years, the school used Studies Weekly with its Upper Elementary students, 4th-6th, as an unofficial curriculum, identified by school leadership as a supplementary curriculum.

Studies Weekly is a customized, standards-based curriculum founded on deep learning strategies that increase student knowledge, skills, and dispositions for well-being. 6050 school districts are currently using Studies Weekly. Studies Weekly is a hands-on curriculum where students can highlight, take notes, and complete learning strategies right on the publication. They also can cut up and incorporate their publications into multiple assignments and activities. Every student has access to a robust online platform, where they delve deeper into history through 100K+ primary source images and videos. Students also love our audio reader, highlighting tools and rewards system.

Lesson plans include diverse reading, listening, and learning strategies to meet the needs of all learners, including English Language Learners and Gifted and Talented students. Student learning is monitored through an online platform that includes ready-made and customizable assessments with auto-grading Options.

The State Board of Education (SBE) has officially adopted Studies Weekly, Inc. ("Studies Weekly") publications for use in all K-6 classrooms for an eight-year adoption term. Studies Weekly is a publication alternative to textbooks that provides both full online access for students, teachers, and parents, and 100 percent consumable print materials. Using the online tool, students are able to explore related video, audio, additional maps, journal entries, letters, speeches, photographs, and other primary resources.

Studies Weekly References:

CA State Board of Education Adoption

Studies Weekly

**FISCAL IMPACT/ FUNDING SOURCE:** Fiscal impact (social studies) is based on a scenario of 325 total student population. Cost is \$8.15 per student, per subject, for a total of \$2,8067.27. Fiscal impact (science) is based on a scenario of 325 total student population. Cost is \$7.34 per student, for a total of \$2099.24. Total cost of \$5,3249.62 with tax and shipping.

**RECOMMENDATION:** Approve use of the suggested temporary curriculum during the transition of Montessori training.

Respectfully Submitted,

Erin Feeley  
Executive Director



## QUOTE #58620

Quote Issued: 06/10/2022  
 Expiration: 08/31/2022  
 Quote Term: 1 yr subscription  
 School Year: 2022-2023  
 Promo: 10% off 2nd Subject  
 Referral: Sales Rep  
 School Start Date: 08/17

## REQUESTER

SUSAN CRONISER  
 BELLA MENTE MONT ACADEMY  
 1737 W VISTA WAY  
 VISTA, CA 92083  
 sroniser@bellamentecharter.org  
 (760) 621-8948

## REQUIRED FOR SHIPPING

All fields required. Orders cannot be shipped until purchase order is received. Studies Weekly begins shipping materials in May for the applicable school year. Someone must be present to sign for the delivery.  
 Disclaimer: If you did not designate your preference for partial or full shipped orders, all orders will default to partial shipping in mid-August.

Billing Name, Phone, Email (Billing contact if different than listed)

Billing PO #

Shipping Name, Phone, Email

Shipping Address (if different from listed)

**REQUIRED:** When are you NOT available to receive the materials?

☐ No shipping restrictions

☐ Exclusion Dates for receiving \_\_\_\_\_

**REQUIRED:** Would you like to receive your materials as they become available or would you like us to hold your order until all can be shipped together?

☐ Partial Ship

☐ Whole Ship

Authorized Signature

Date

By signing this you are agreeing to follow our legal terms found here <http://www.studiesweekly.com/legal/>

Due to paper shortages and other ongoing supply chain issues, delivery may take longer than usual. However, you will have online access to your curriculum as soon as your order is processed.  
 You can roster students through Studies Weekly's Secure File Transfer Protocol (SFTP). To qualify for third-party integration, your order must average \$2,000 per school, each year.

## CONTACT US

1140 N 1430 W Orem, UT 84057  
 Phone: 866-311-8734 | Fax: 866-531-5589  
 Email: [orders@studiesweekly.com](mailto:orders@studiesweekly.com)

## REGIONAL MANAGER

Cody Erickson  
[cody.erickson@studiesweekly.com](mailto:cody.erickson@studiesweekly.com)  
 385-335-4885

## ACCOUNT MANAGER

Mindy Erickson  
[mindy.erickson@studiesweekly.com](mailto:mindy.erickson@studiesweekly.com)

## TERMS AND CONDITIONS

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 to learn more about our legal terms.

Grade	SKU	Title	Class	Unit Price	Qty	Cost
<b>Social Studies</b>						
0	CA0	California Kindergarten Studies Weekly	2	\$8.15	42	\$342.30
1	CA1	California First Grade Studies Weekly	3	\$8.15	62	\$505.30
2	CA2	California Second Grade Studies Weekly	2	\$8.15	39	\$317.85
3	CA3	California Community Studies Weekly	3	\$8.15	56	\$456.40
4	CA4	California Studies Weekly	2	\$8.15	43	\$350.45
5	CA5	California USA Studies Weekly - Ancient America to Westward Expansion	2	\$8.15	44	\$358.60
6	CA6	California World History Studies Weekly	2	\$8.15	39	\$317.85
<b>Total</b>						<b>\$2648.75</b>

<b>Science</b>						
0	SWSN0	Science Studies Weekly - Kindergarten	2	\$7.34	42	\$308.28
1	SWSN1	Science Studies Weekly - First Grade	3	\$7.34	62	\$455.08
2	SWSN2	Science Studies Weekly - Second Grade	2	\$7.34	39	\$286.26
3	SWSN3	Science Studies Weekly - Third Grade	3	\$7.34	56	\$411.04
4	SWSN4	Science Studies Weekly - Fourth Grade	2	\$7.34	43	\$315.62
5	SWSN5	Science Studies Weekly - Fifth Grade	2	\$7.34	44	\$322.96
<b>Total</b>						<b>\$2099.24</b>

Sub Total: \$4,747.99  
 Tax @ 8.25%: \$391.71  
 Shipping: \$209.92

**Total: \$5,349.62**

**Final sales tax and shipping fees will be determined by the final shipping destination.**

**Customer Note:**

This quote expires August 31, 2022.

*Thank you,*

for your interest in Studies Weekly. If you are ready to purchase, please provide the information above and submit your order.

**QUOTE #58620**

Quote Issued: 06/10/2022  
Expiration: 08/31/2022  
Quote Term: 1 yr subscription  
School Year: 2022-2023  
Promo: 10% off 2nd Subject  
Referral: Sales Rep  
School Start Date: 08/17

**REQUESTER**

SUSAN CRONISER  
BELLA MENTE MONT ACADEMY  
1737 W VISTA WAY  
VISTA, CA 92083  
schroniser@bellamentecharter.org  
(760) 621-8948

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**ALL NEW UPGRADED**



## **CALIFORNIA HSS ADOPTION**

**DIVERSITY, EQUITY, AND INCLUSION**

**Theory of Action**

**THE ALL-NEW UPGRADE AND BUILD**

## CURRENT

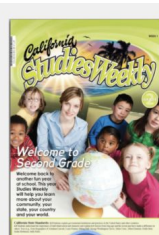
CLICK EACH IMAGE TO VIEW IN PRINT



GRADE K



GRADE 1



GRADE 2



GRADE 3



GRADE 4



GRADE 5



GRADE 6



GRADE 7



GRADE 8

## ALL NEW

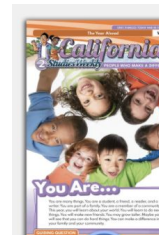
CLICK EACH IMAGE TO VIEW IN PRINT



GRADE 1



GRADE 1



GRADE 2



GRADE 3



GRADE 4



GRADE 5



GRADE 6



GRADE 7



GRADE 8

## Increased Diversity:

In all grade levels, there is more representation through words, images, and activities. In addition, we show role models and important contributions from a wide variety of heritages. Guiding questions are below each unit to drive Inquiry in all weekly Units. Each article helps build the student's ability to answer the guiding questions. The guiding questions are directly informed from the History-Social Science Framework.

### EXAMPLE: KINDERGARTEN WEEK 1

UNIT: LEARNING AND WORKING TOGETHER  
I Am a Member of a Community  
WEEK 1

**California**  
**K Studies Weekly** TOGETHER NOW AND LONG AGO

**WELCOME TO SCHOOL**  
School is a fun place to learn.  
School is a fun place to play.  
School is a place where we make new friends.

**I Am a Member of a Community**  
A **community** is a group of people.  
Communities live and learn in the same place.  
There are many kinds of communities.

**GUIDING QUESTION**  
What communities are you a part of?


GUIDING QUESTIONS INFORMED FROM  
FRAMEWORK

## Each lesson plan is at article level:

Plans include. Summary of the Week,  
HSS standards, ELA Standards, ELD,  
Guiding question, Weekly Objective,  
Lexile Measures, word count,  
Vocabulary, Success Criteria, Lesson  
plan walkthrough, Well-Being  
questions, Civic informed action,  
Weekly assessment questions, and  
Inquiry for deeper learning

UNIT: LEARNING AND WORKING TOGETHER

I Am a Member of a Community **WEEK 1**



**Summary of the Week:** This week, the students will be learning that they are part of many types of communities, including family, classroom, school, and local communities. They will learn about and identify their responsibilities in the communities they belong to.

**History-Social Science Standards:** N/A

**ELA Standards:**  
**RI.K.1** With prompting and support, ask and answer questions about key details in a text.  
**RI.K.10** Actively engage in group reading activities with purpose and understanding.  
**RI.K.10a** Activate prior knowledge related to the information and events in texts.  
**SL.K.1** Participate in collaborative conversations with diverse partners about kindergarten topics and texts with peers and adults in small and larger groups.  
**SL.K.1a** Follow agreed-upon rules for discussions (e.g., listening to others and taking turns speaking about the topics and texts under discussion).

**ELD Standards:**

ELA Standard	ELD Standard	Emerging	Expanding	Bridging
RI.K.1	ELD.PI.K.6	ELD.PI.K.6.Em	ELD.PI.K.6.Ex	ELD.PI.K.6.Br
RI.K.10 RI.K.10a	ELD.PI.K.6	ELD.PI.K.6.Em	ELD.PI.K.6.Ex	ELD.PI.K.6.Br
SL.K.1 SL.K.1.a	ELD.PI.K.1 ELD.PI.K.2 ELD.PI.K.3 ELD.PI.K.5	ELD.PI.K.1.Em ELD.PI.K.2.Em ELD.PI.K.3.Em ELD.PI.K.5.Em	ELD.PI.K.1. Ex ELD.PI.K.2.Ex ELD.PI.K.3.Ex ELD.PI.K.5.Ex	ELD.PI.K.1.Br ELD.PI.K.2.Br ELD.PI.K.3.Br ELD.PI.K.5.Br

**Guiding Question:** What communities are you a part of?

**Weekly Objective:** This week, students will be learning about the communities that they are a part of and the responsibilities they have in their communities.

I Am a Member of a Community | Week 1

### Article Background Information: N/A

#### Article 1: Welcome to School

Lexile® measure: 10L-200L

Word Count: 23

Vocabulary: N/A

**Learning Intention:** I am learning about what I will be doing in kindergarten.

**Success Criteria:** I can draw a picture showing what I am excited to learn about in kindergarten.

**High Impact Teaching Strategy:** Questioning

#### Lesson Plan:



- The introduction to Studies Weekly can be done separately from the rest of the lesson plan if needed.
- Introduce Studies Weekly to the class. Show them the publication issue.
  - Invite the class to discuss what they notice. Point out the articles, pictures, activities, etc.
  - Explain that students will be able to look at a new issue each week.
- Watch the video "Welcome to Studies Weekly - K."
  - Invite the students to discuss what they saw and heard in the video.
- One at a time, take pictures of things that you like to do out of a box or bag. Have a variety of pictures, including something outdoors, at home, with friends or family, a favorite hobby, and something you think is fun at school (for example, reading books to the class).
- Share what you enjoy doing in the pictures you showed. Discuss why you think these activities are fun.
- Invite the students to discuss what they like to do for fun. Have them express why they think it is fun. Make class connections by having a sign for "same," such as tapping index fingers quietly together. The students can do the class sign for "same" if they also feel the activity is fun to them.
  - Allow all students to turn and talk to a neighbor and share something they think is fun with each other. Turn and Talk: Students turn to face a partner sitting next to them, sometimes called an Elbow Buddy. They should use good communication skills by taking turns listening and talking. They should show respectful communication by looking at each other, taking turns, staying on topic, and shaking hands after each has had a turn to share.
- Read the article together. Discuss the points made in the article. Ask students:
  - What are you most excited about in kindergarten? (**Answers may vary.**)
  - What things do we like to do that are the same? (**Answers may vary.**)
  - What things are different? (**Answers may vary.**)
  - It is good to have similarities and differences. This helps us learn from each other.
- Have the students draw a picture of what they are excited to learn in school this



**Project-based learning:**



Students use Graphics Organizers, Interactive Notebooks, videos, images, audio, and more to dive into the Inquiry.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

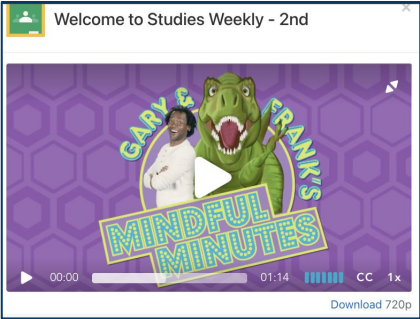
**See Think Wonder**

1  


2  

3  

© Studies Weekly



**Our Communities**



By: \_\_\_\_\_'s

Kindergarten Class

© Studies Weekly


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

**My School Community**

What is your name?  
\_\_\_\_\_  
\_\_\_\_\_

What is your teacher's name?  
\_\_\_\_\_  
\_\_\_\_\_

What is the name of your school?  
\_\_\_\_\_  
\_\_\_\_\_



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Page 4

Students also have activities in the print that allow them to write and present. For example, they can cut out images, annotate and use their weekly edition how they want based on the teacher's instructions.

Creative ways of using Studies Weekly print



## LOGIN INFORMATION

[www.studiesweekly.com/online](http://www.studiesweekly.com/online)

Username: cateacher

Password: begreat

[Quick video walkthrough of the upgraded content](#)



**Cody Erickson**

**Regional Manager**

Studies Weekly, Inc.

P: 385.335.4885

E: [cody.erickson@studiesweekly.com](mailto:cody.erickson@studiesweekly.com)

M: [Book A Meeting](#)

**Mindy Erickson**

**Account Manager**

Studies Weekly, Inc.

P: 801-455-2284

E: [mindy.erickson@studiesweekly.com](mailto:mindy.erickson@studiesweekly.com)



BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 7.

TO: Board of Directors

FROM: Executive Director

DATE: June 14, 2022

**SUBJECT:** Temporary adoption of Reveal Math McGraw Hill for grades tk-6

**ISSUE:** Last year the school piloted the use of Reveal Math for students. The school would like to pilot Reveal Math for a second year. Data collection was difficult in the 21-22 school year due to the high number of absences as a result of the pandemic. This temporary adoption is in addition to the Montessori method of learning.

**BACKGROUND:** The foundational constructs of the program are rooted in academic research and best practices for teaching and learning, and math curriculum. This research base focused on how learning happens, includes inputs cutting across several scholarly fields, including education, psychology, and cognitive science.

Focus, coherence, and rigor—the three key shifts in mathematics identified by the Common Core State Standards for Mathematics —were foundational in the planning and development of Reveal Math.

Effective instruction critically depends on individual students’ evolving understanding of concepts throughout the learning process. Therefore, the delivery of immediate, relevant feedback is integral to the program’s ability to support teachers and learners.

Providing opportunities for students to persevere with rich tasks and reflect on their own mathematical thinking supports the goal of helping all students to develop a growth mindset and become successful, engaged problem solvers.

Learning mathematics involves understanding and developing fluency in the language of math. Collaboration presents opportunities for discourse with peers that can drive students towards fluency in language and mathematics.

Student engagement in the learning process is integral to student academic success.

Student sense-making through exploration, productive struggle, and collaborative engagement can create meaningful opportunities for learning.

A solid framework of teacher guidance creates support for student ownership and understanding of concepts.

A focus on mathematical language and mathematical discourse supports deeper understanding of math concepts.

**FISCAL IMPACT/ FUNDING SOURCE:** Fiscal impact is \$0. The program is free to the school during this year.

**RECOMMENDATION:** Approve use of the suggested temporary curriculum during the transition of Montessori training.

Respectfully Submitted,

Erin Feeley  
Executive Director





# Reveal MATH™

Reveal the Full Potential  
in Every Student.






# A CONTINUUM FOR Math Achievement

All leaders in education strive to build a community of students who will be successful in school, college, career, and beyond. Achieving this can be complicated and full of competing priorities.

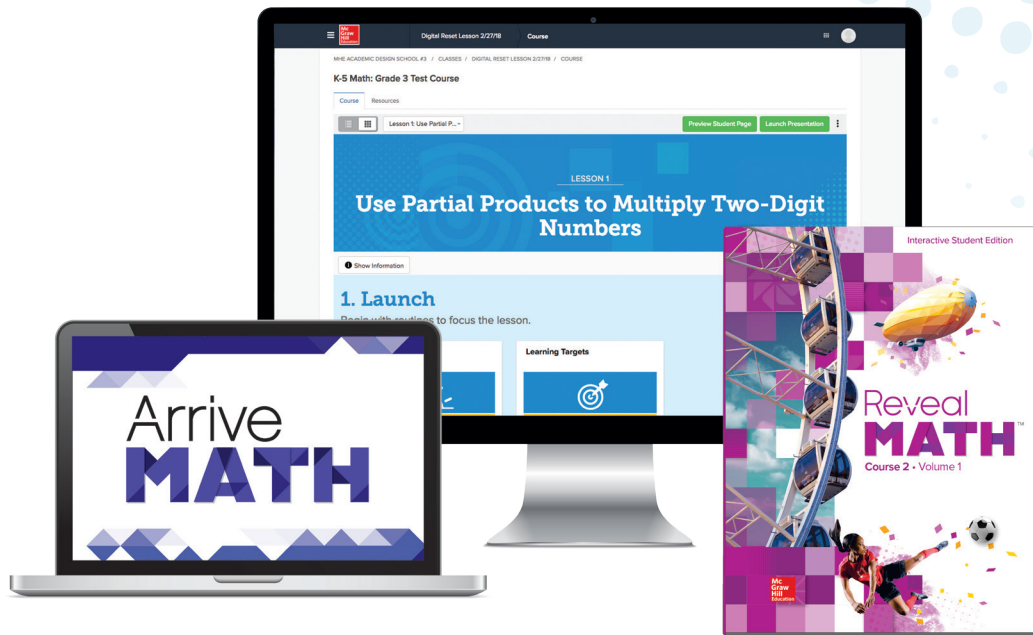
This goal can become a reality with a comprehensive K–12 math solution that delivers consistency and depth to fit a variety of district models. Discover how *Reveal Math™* has been designed with purpose to reveal mathematical thinkers who are ready for future challenges in college and careers.

- **Structure with a Purpose**
- **Learning with a Purpose**
- **Technology with a Purpose**



The  
**RIGHT MATH,**  
at the  
**RIGHT TIME,**  
for the  
**RIGHT STUDENT.**





## Reveal Every Student's Full Potential...

Unlock the combined power of *Reveal Math* and *Arrive Math*™ and experience a full learning system that effortlessly integrates core and intervention instruction. When combined, *Reveal Math* and *Arrive Math* produce revealing results for districts.

*Reveal Math* and *Arrive Math* provide a flexible course design, robust reporting features, and an intuitive digital experience that drives toward increased performance and purposeful instruction.

### A K–12 Core Math Solution

*Reveal Math*, a complete K–12 core program, empowers educators to uncover the mathematician in every student through powerful exploration, rich discourse, and timely insightful differentiation.

- K–5 Mathematics
- Courses 1, 2, 3
- Algebra 1, Geometry, Algebra 2

Reveal  
**MATH**™

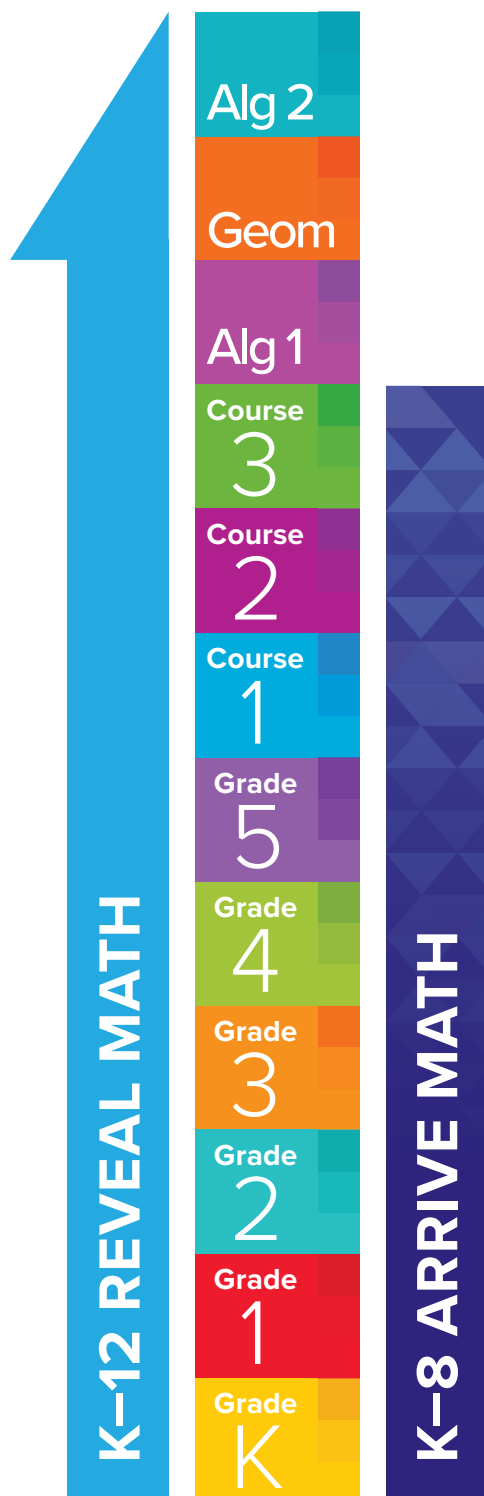
### A Connected Intervention Solution

*Arrive Math Booster*, a supplemental K–8 intervention program, closely aligns with *Reveal Math* to provide integrated support to help address gaps in student understanding.

Arrive  
**MATH**™  
**BOOSTER**

# Structure

## WITH A PURPOSE



Discover the power of a three-tiered learning system designed to reach every grade level, ability level, and technology level.

*Reveal Math* and *Arrive Math Core Booster* apply the science of learning and rigorous standards development, purposefully structured to prevent instructional gaps and achieve appropriate grade level success for all students.

## Designed on the Science of Learning

Drawing from a broad range of academic and applied classroom research, McGraw-Hill Education's Learning Scientists teamed up with expert advisors to design an instructional model based on the research foundations of:

- productive struggle;
- rich tasks;
- mathematical discourse;
- growth mindset;
- learning target-based formative assessment.

## Aligned to Support Grades K-12

*Reveal Math's* vertical standards alignment is built as a progression from grades K–12 to prevent student learning gaps and ensure that proper foundations are set for the next grade level. Directly aligned to *Reveal Math's* structure, *Arrive Math Core Booster* takes a more targeted approach to standards coverage with explicit skills-based instruction for 100% standards alignment in grades K–8.

## Insightful Instruction

Impactful data collection across learning moments ensures that teachers receive consistent insight into student progress and understanding. Data informs differentiation activities within and between *Reveal Math* and *Arrive Math Core Booster*, ensuring that all students are on the right path towards results.

- Data collected during specific points in the lesson are formative and are paired with embedded differentiated instruction throughout.
- As illustrated below, the “Take Another Look” in K–8 courses provides a reteach opportunity and produces a data point to help determine whether a student would benefit from more explicit instruction with *Arrive Math core Booster* intervention support.

### Reveal Math Lesson



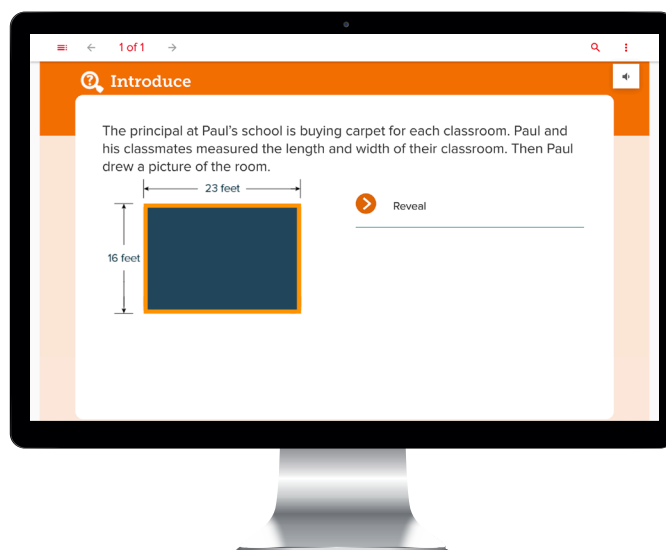
Developed  
with input from  
**HUNDREDS**  
of educators  
across the  
country.

# Learning WITH A PURPOSE

Developing a culture of growth mindset is a purposeful and strategic choice. McGraw-Hill Education is proud to be an educational partner in the development of confident, critical-thinkers and real-world problem solvers who are ready for success.

## Productive Struggle

Gives students exploration opportunities needed to develop deep conceptual understanding that bridges to procedural fluency, resulting in higher mathematics achievement. With content designed to promote growth mindset, *Reveal Math* helps students develop habits of mind that benefit students beyond the mathematics classroom.



*Grade 4 Lesson*



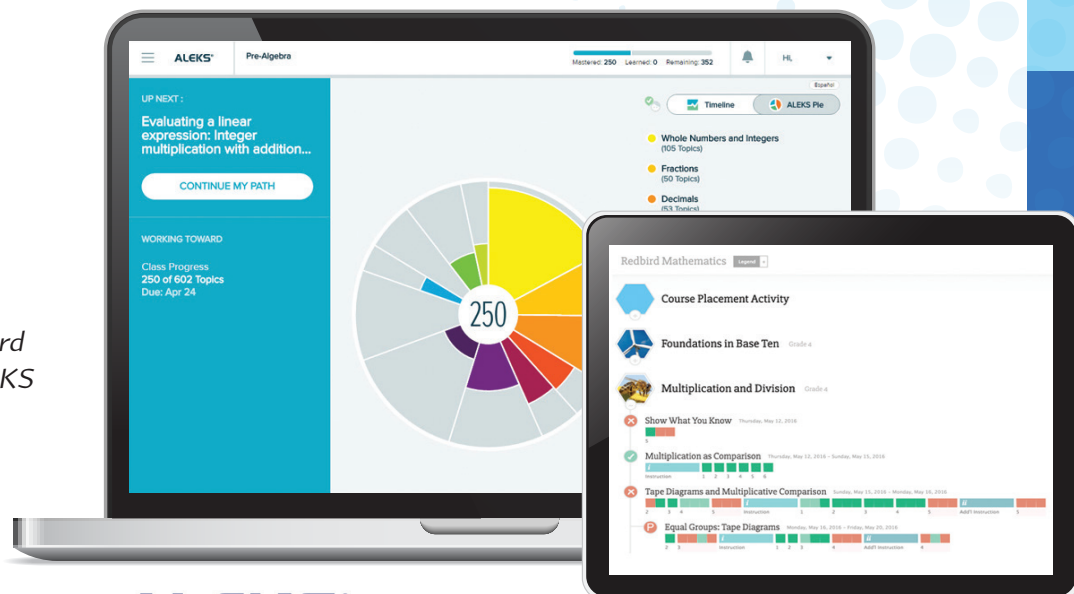
*Algebra 1 Lesson*

## Meaningful Math Connections

Provides content relevant to students' lives which gives them a reason to expand their math thinking and apply the mathematics to other subject areas and real-world situations. Ongoing collaboration opportunities set the foundation for a learning environment that builds communication and learning integrity.

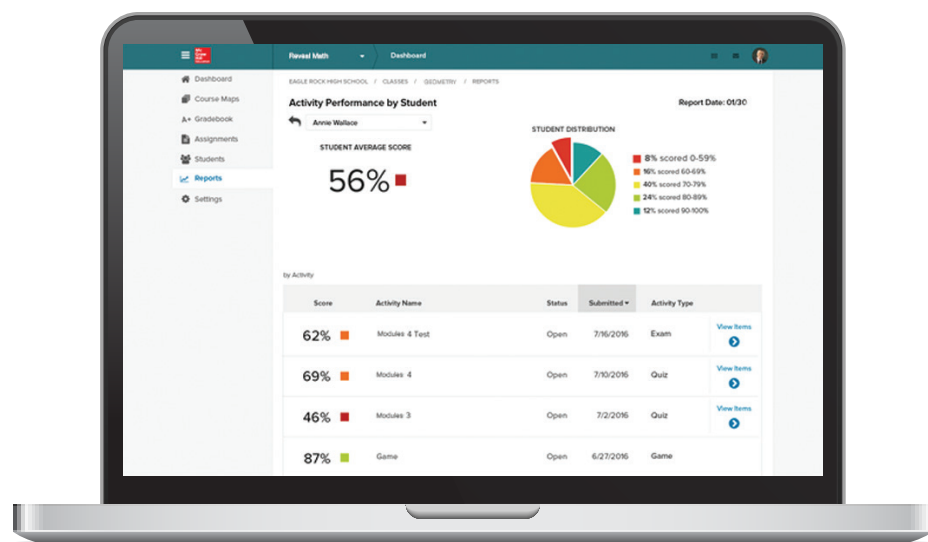
## Targeted Personalized Learning

Enhance the *Reveal Math* experience by adding the adaptive technology of *Redbird Mathematics* in K–5 and *ALEKS* in 6–12.



**ALEKS®**

**REDBIRD**  
MATHEMATICS



Snapshot Report

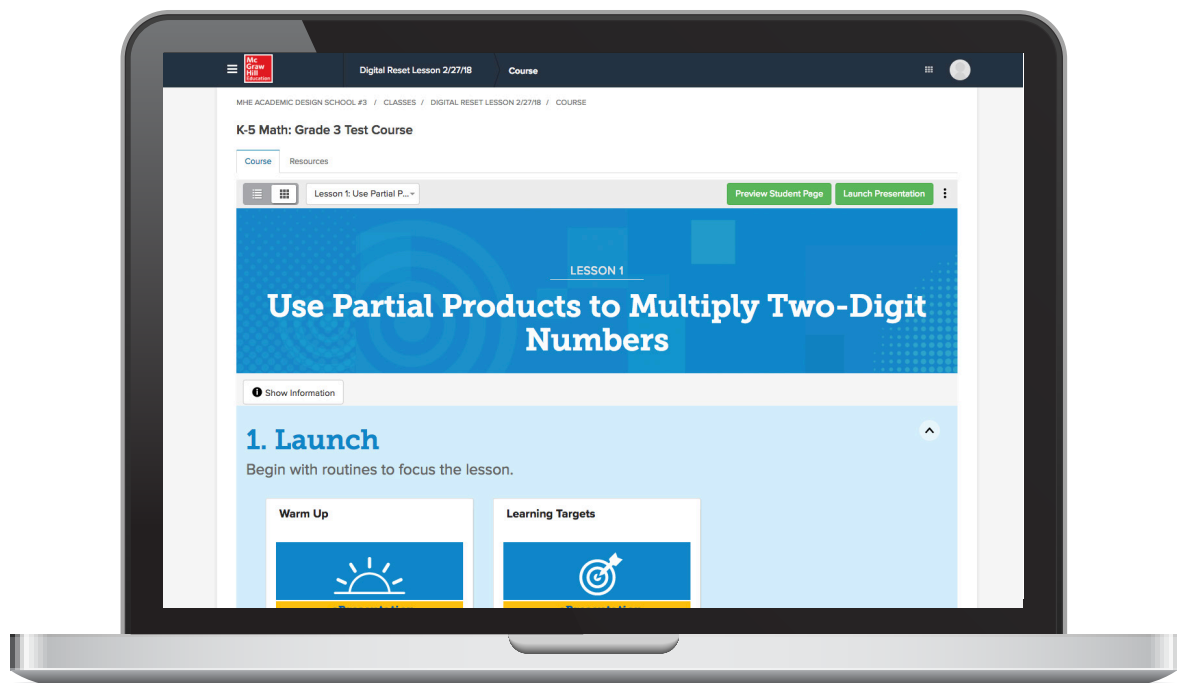
## Assessment Accountability

Seamlessly integrates multiple assessment points into snapshot reports that illustrate how students and schools are progressing toward learning benchmarks and goals. Clear visibility of progress enhances the ability to maintain and increase district educational excellence.

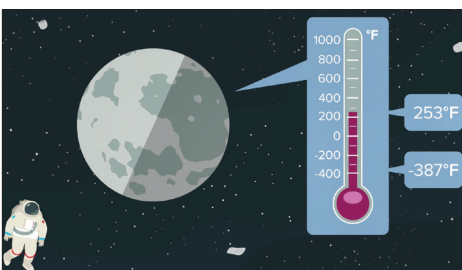


# Technology WITH A PURPOSE

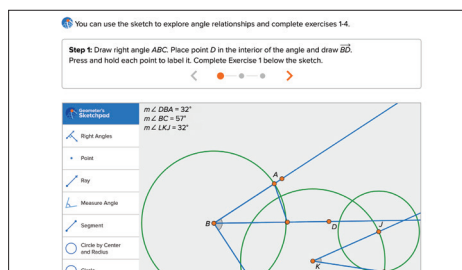
No matter the depth of district digital capability, having a program that blends the lines between digital and print is essential.



**Engaging resources** like videos and Web Sketchpad activities assist to explain concepts and visualize abstract math concepts.



6–12 Course Videos



K–5 STEM Career Kid Video



# Technology Tools for a Smooth Digital Transition

## Tech-easy Implementation

Ensures easy program implementation to match varying levels of digital growth among buildings and classrooms. Easy-to-use, embedded interactive tools, and auto-scored assessment will win over students and teachers alike.

## Better Data, Better Decision Making

Supports the needs of administrators, teachers, and learners, with easily accessible data and robust reporting that sets the foundation for team collaboration and progress planning. Allows for complete classroom success planning by providing real-time progress.



# Intervention

## WITH A PURPOSE



Complement *Reveal Math* with the *Arrive Math Booster* K-8 to ensure a seamless connection for students who need intervention support and teachers who strive to meet the needs of all learners.

## Accommodating All Learning Styles

Meet every student at their level and provide the appropriate amount of support or challenge they need to be successful, confident mathematicians. Accommodate various learning styles by:

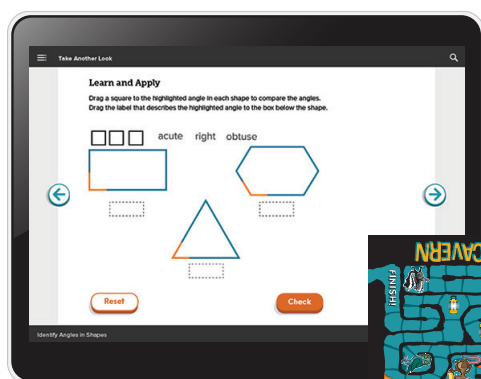
- Extending the teacher's reach through data-collecting, digital, mini-lessons;
- Supporting kinesthetic learning through hands-on small-group lessons;
- Providing opportunities for fluency practice and discourse through purposeful game play.

## Convenient

Access to kindergarten through eighth grade content in one subscription. Supplement core instruction easily with 15-minute paced activities.

## Targeted

Employ full modules of resources to target any standard from kindergarten through eighth grade. Target individual skills through single skill-based lessons.



Gameboards





# Professional Development

## WITH A PURPOSE

Leaders in education constantly strive to improve themselves and their practices. To ensure teacher and student success, McGraw-Hill Education offers online and in-person training, giving our teachers a deep knowledge of effective implementation strategies and instructional practices.

### Professional Learning

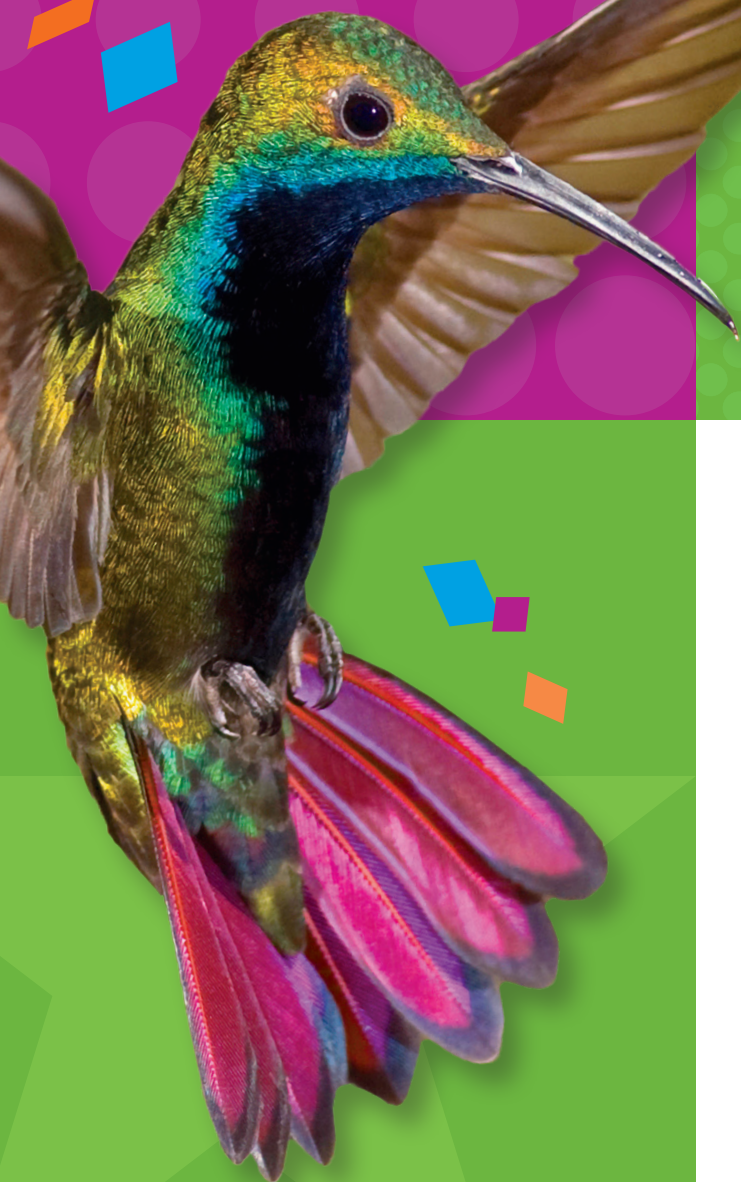
Make connections from *Reveal Math* and *Arrive Math* instruction to professional learning opportunities with advice from our expert advisor team on mathematical research-based best-practices.



# Reveal MATH™

You believe that ALL of your students can succeed in mathematics. So do we! Let's reveal the power of mathematics together with *Reveal Math*, a complete K-12 core math program and *Arrive Math*, a connected K-8 math intervention program.

**Learn more at [RevealMath.com](https://RevealMath.com)**



# Reveal MATH<sup>®</sup>

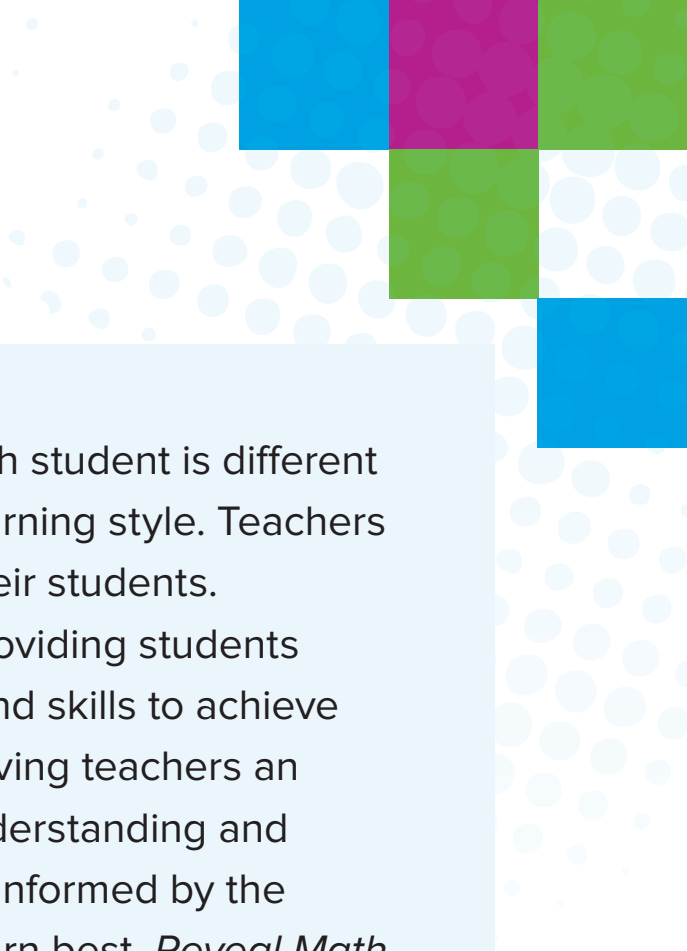
Reveal the Full Potential  
in Every Student



# Reveal the Power and Possibility of Math!

*Reveal Math*® includes a wealth of print and digital resources that lead to mastery of the standards.





Every classroom is unique, and each student is different in terms of knowledge level and learning style. Teachers need a set of tools as diverse as their students.

*Reveal Math* meets this need by providing students the positive mindset, confidence, and skills to achieve mastery of math standards while giving teachers an effective, flexible way to assess understanding and adapt instruction for every learner. Informed by the latest research on how students learn best, *Reveal Math* ensures students don't just meet the standards—they master them!

**Reveal curiosity** with mathematical exploration and discovery that deepens conceptual understanding.

**Reveal understanding** with insightful instructional resources to more effectively differentiate and promote a positive student mindset.

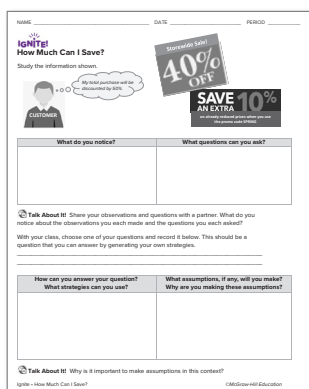
**Reveal possibilities** with purposeful technology that creates an active classroom experience.



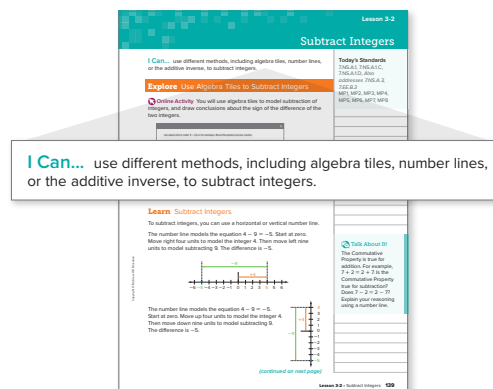
# The Science of Learning Meets the Art of Teaching

The evolving field of educational research drove the approach of *Reveal Math*. Our team was inspired by esteemed publications such as *Principles to Actions* (NCTM), *Mathematical Mindsets* (Jo Boaler), and *Making Sense of Math* (Cathy Seeley), as well as learning models including Bloom's Taxonomy and Webb's Depth of Knowledge Guide. This solid foundation of academic research and direct feedback from hundreds of educators just like you ensures that *Reveal Math* represents the cutting-edge of best practices in mathematics instruction.

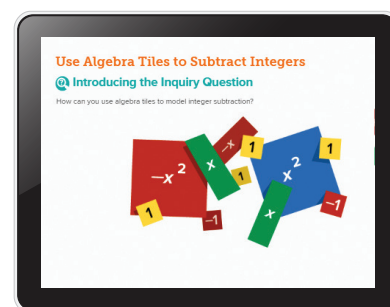
## Research-Based Best Practices



**Spark Students to Ask “Why?”**  
**Ignite! Activities** are designed to spark student curiosity and motivate them to ask questions, solve complex problems, and develop a can-do approach to mathematics.



**Build Students' Confidence in Their Abilities**  
Learning targets in the form of “**I Can**” statements appear at the beginning of each lesson to communicate the lesson objective in student-friendly language.

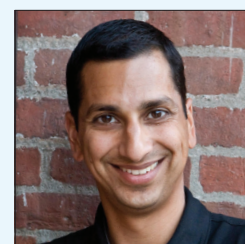


**Nurture Curiosity with Rich Tasks**  
Online **Explore** activities begin with an open-ended question and require deep conceptual thinking from the learner. At the end of the **Explore** activity, students apply their learning in order to answer the **Inquiry Question**. The focus is on student exploration and reasoning, not just getting the right answer.

The expert advisor team behind *Reveal Math* includes thought leaders at the forefront of mathematics education.



**Cathy L. Seeley, Ed.D.**  
Author, Educator,  
and NCTM President  
2004–2006



**Raj Shah, Ph.D.**  
Founder of Math Plus  
Academy, a STEM  
enrichment program



*Reveal Math*  
teaches students  
*how* to think—  
not *what* to think!

### Talk About It!

Describe a situation where the difference between two numbers is greater than either number. Then explain why that happens.

### Talk About It!

Why do we take the absolute value of the difference?

### Talk About It!

Compare and contrast Method 1 and Method 2.

### Talk About It!

Is it reasonable to have a negative answer? Why or why not?

**Apply The Solar System**

The table shows the minimum and maximum temperatures on various objects in the solar system.


Celestial Object	Minimum Temperature (°F)	Maximum Temperature (°F)
Moon	-387	253
Mars	-225	70
Mercury	-279	801
Venus	864	864

Scientists want to send a probe to study the celestial object with the greatest variation in temperature. To which celestial object should they send the probe?

**1 What is the task?**  
Make sure you understand exactly what question to answer or problem to solve. You may want to read the problem three times. Discuss these questions with a partner.

**First Time** Describe the content of the problem, in your own words.  
**Second Time** What mathematics do you see in the problem?  
**Third Time** What are you wondering about?

**2 How can you approach the task? What strategies can you use?**

 **Talk About It!**  
On which celestial object from the table would it be most reasonable to live? Explain.

Record your observations here

(continued on next page)

Lesson 3.2 • Subtract Integers 145

## Improve Communication While Deepening Comprehension

**Talk About It!** prompts build mathematical discourse skills as students learn to clarify their thinking and defend their rationale.

## Teach the Value of Perseverance

Problems with multiple solution paths encourage **productive struggle** and challenge student thinking.



**Cheryl R. Tobey, M.Ed.**  
Mathematics Program Director  
at Maine Mathematics and  
Science Alliance (MMSA)



**Nevels Nevels, Ph.D.**  
PK–12 Mathematics  
Curriculum Coordinator for  
Hazelwood School District



**Dinah Zike, M.Ed.**  
President of Dinah.com in  
San Antonio, Texas, and  
Dinah Zike Academy



**Walter Secada, Ph.D.**  
Professor of Teaching  
and Learning at the  
University of Miami

# What If Math Class Were the Most Exciting Class of the Day? It Can Be!

*Reveal Math* supports both low-tech and high-tech classrooms.

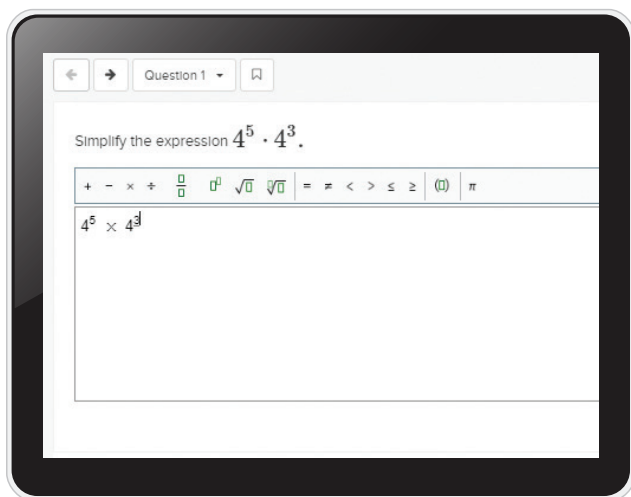
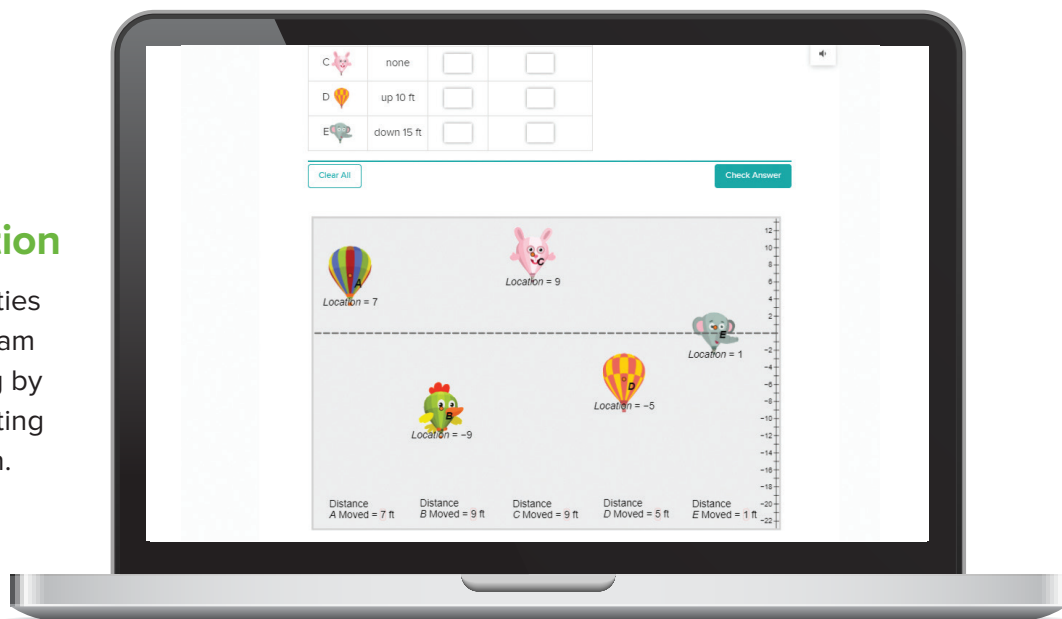
The blended print and digital instructional model captures the best of both modalities and brings them together in a seamless experience that makes math meaningful for your students.



**Web Sketchpad®**

## Visualize Math Concepts in Action

**Web Sketchpad®** activities included with the program enhance understanding by dynamically demonstrating math concepts in action.



## Prepare Students for Computer-Based Testing

**Technology-enhanced items** provide students the valuable practice they need to master computer-based assessments. These items include:

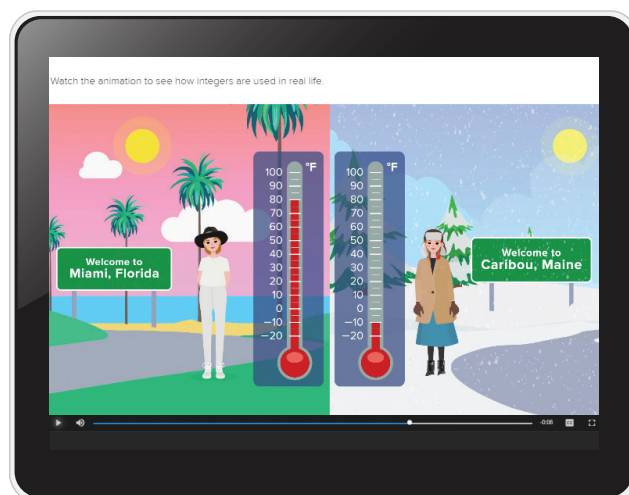
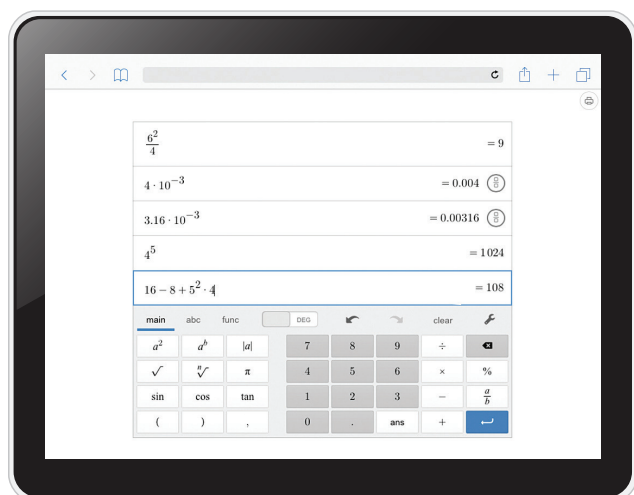
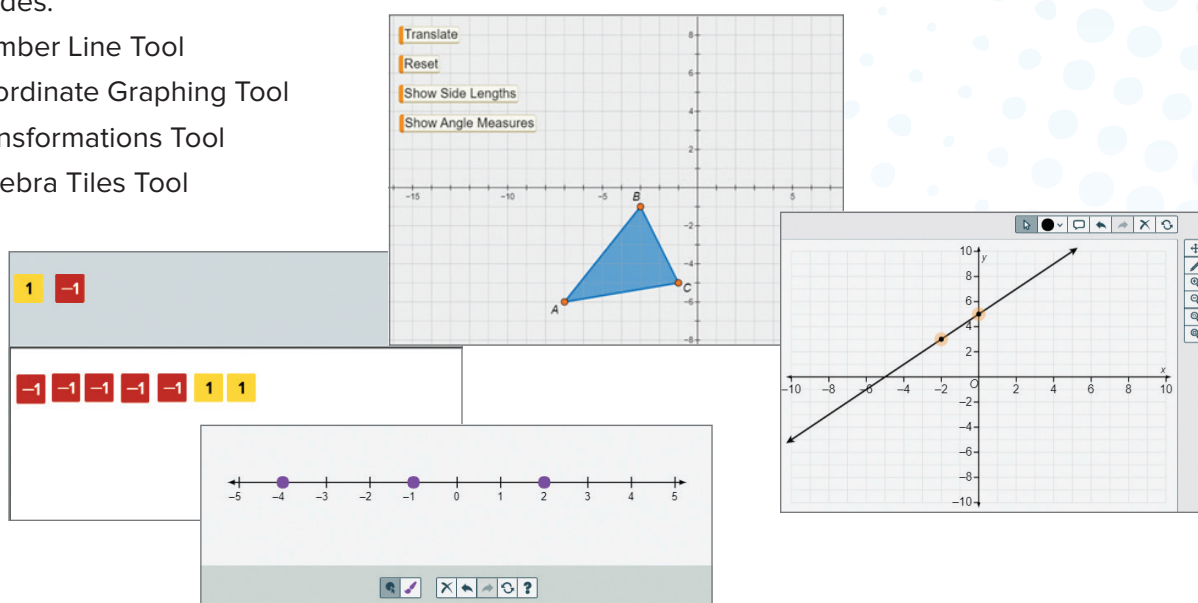
- Drag-and-drop
- Equation editor problems
- Multiselect
- Open response

## Utilize Digital Tools for Problem-Solving

Embedded within lessons, this convenient collection of **eTools** builds a bridge from conceptual understanding to procedural fluency.

It includes:

- Number Line Tool
- Coordinate Graphing Tool
- Transformations Tool
- Algebra Tiles Tool



desmos

## Explore, Model, and Apply Math

The best-in-class **Desmos scientific calculator**, easily accessible in *Reveal Math*, allows students to utilize the same resource that appears on many common standardized tests.

## Motivate with Truly Enjoyable Technology

Designed with student engagement in mind, the digital resources in *Reveal Math* include **animations, videos, and interactive problems** to enhance context and learning.

# Drive Learning With Student-Centered Instructional Tools

In *Reveal Math*, the Teacher Edition centers around opportunities to promote mathematical discourse, collaboration, and a positive student mindset.

## Develop Habits of Mind With Standards for Mathematical Practices Tips

These strategies illustrate ways teachers can integrate the practices in their classroom in a practical and meaningful way.

## Encourage Student Discourse

**Questions for Mathematical Discourse** provide point-of-use discussion prompts that teachers can use to facilitate classroom discussion.

## Integrate Technology in a Way That Makes Sense

User-friendly tips in the Teacher Edition suggest when and how to integrate technology purposefully.

**Example 4 Find the Distance Between Integers**

**Objective**  
Students will find the distance between two integers on a number line.

**Teaching the Mathematical Practices**

**2 Reason Abstractly and Quantitatively** Encourage students to make sense of the integers given in the example and the distance between them, whether they use a number line to find the distance or absolute value.

**6 Attend to Precision** As students discuss the *Talk About It!* question on Slide 4, encourage them to communicate precisely which method they prefer and why.

**Questions for Mathematical Discourse**

**SLIDE 2**

**AL** What do you need to find? **the distance between -9 and 8**

**OL** How many units are between the integers? **17 units**

**BL** What is the difference of the expression  $-9 - 8$ ? How does this compare to the distance between the integers? **The difference is -17, but the distance between the integers is positive.**

**SLIDE 3**

**AL** What is the absolute value of each integer? **The absolute value of -9 is 9. The absolute value of 8 is 8.**

**OL** Why do you need to find the absolute value of the difference? **Distance cannot be negative.**

**BL** Give an example of two integers, on opposite sides of zero, where the distance between them is 25? **Sample answer: 15 and -10**

**Go Online**

- Find additional teaching notes and the *Talk About It!* question to promote mathematical discourse.
- View performance reports of the Checks.
- Assign or present an Extra Example.

**Example 4 Find the Distance Between Integers**

**Method 1** Use a number line.

**Go Online** You can use the Web Sketchpad number line. Start at -9. Move right until you reach 8.

There are **17** units between -9 and 8.

**Method 2** Use the absolute value.

To find the distance between integers, you can find the absolute value of their difference.

$-9 - 8 = -17$  or  $17$

So, the distance between -9 and 8 is 17 units.

**Check**

Find the distance between -5 and 9 on the number line.

**14 units**

**Pause and Reflect**

When you first saw this Example, what was your reaction? Did you think you could solve the problem? Did what you already know help you solve the problem?

**See students' observations.**

**Interactive Presentation**

**Method 1** Use a number line.

Press the Distance tool to see how many units are between -9 and 8.

**Find Distance**

**Method 2** Use the absolute value.

Press the Absolute Value tool to see how many units are between -9 and 8.

**Find Distance**

**Example 4, Find the Distance Between Integers, Slide 2 of 5**

**WEB SKETCHPAD**

On Slide 2, students use Web Sketchpad to find the distance with a number line (Method 1).

**TYPE**

On Slide 3, students use absolute value to find the distance (Method 2).

**CHECK**

Students complete the Check exercise online to determine if they are ready to move on.

**Lesson 3-2 • Subtract Integers 143**

## Online Professional Learning Support: Ready When You Are

*Reveal Math* features a digital library of self-paced professional learning videos and modules, including:

### Program Implementation Support

The **Quick Start eLearning Module** explains program basics.

**Plan, Teach, and Assess eLearning Modules** provide deep-dives of the program instructional model and resources.

### Digital Platform Support

The **Technical Support Resource Library** provides step-by-step instructions for the digital tools.

### Mindset Matters

#### "Not Yet" Doesn't Mean "Never"

Students with a growth mindset understand that just because they haven't yet found a solution, that does not mean they won't find one with additional effort and reasoning. It can take time and continued effort to reason through different strategies that can be used to solve a problem.

#### How Can I Apply It?

Assign students the **Formative Assessment Math Probes** that are available for each module. Have them complete the probe before starting the module, and then again at the specified lesson within the module, or at the end of the module so that they can see their progress.

## Fuel Growth by Encouraging a Positive Mindset

**Mindset Matters** tips at the beginning of each module provide strategies for encouraging a growth mindset and productive approaches to problem-solving.

## Accelerate Learning with Collaboration

**Collaborative Practice** tips offer suggestions on how students can work together to write their own problems or make sense of existing problems.

## Provide In-the-Moment Differentiation

An **Assess and Differentiate** feature at the end of each lesson provides suggestions to reach every learner.

## Address Student Needs Based on Their Depth of Knowledge (DOK)

**DOK charts** in the Teacher Edition recommend which practice exercises to assign to students based on their needs.

### 3 REFLECT AND PRACTICE

8.EE.C.7

1 CONCEPTUAL UNDERSTANDING 2 FLUENCY 3 APPLICATION

**Apply**

9. A plumbing company charges \$35 per hour plus a \$25 travel charge for a service call. Another plumbing company charges \$40 per hour for a service call with no travel charge. Solve the equation  $35h + 25 = 40h$  to find how many hours a service call must be for the two companies to charge the same amount.

**5 hours**

10. For an annual membership fee of \$886, Jacy can join the local pool that would allow him to take diving lessons for \$10 each session with an instructor. Without the membership, the pool charges \$25.50 for each diving lesson with an instructor. Solve the equation  $186 + 10x = 25.5x$  to find how many diving lessons a Jacy can take for the cost to be the same with and without a membership.

**12 lessons**

**Higher-Order Thinking Problems**

11. **Identify Structure** Explain how the Distributive Property can be used to eliminate the fractions in the equation  $\frac{1}{2}x + 3 = \frac{1}{3}x + 5$ .

**Sample answer:** You can multiply each side of the equation by the least common denominator, 6, using the Distributive Property. Doing so will eliminate the fractional coefficients.

12. **Find the Error** A student solved the equation  $5x + 8 = 4x - 9$ . Find his mistake and correct it.

$5x + 8 = 4x - 9$   
 $5x + 8 - 8 = 4x - 9 - 8$   
 $5x = 4x - 17$   
 $5x - 4x = 4x - 4x - 17$   
 $x = -17$

**Sample answer:** He simplified  $4x - 9 - 8$  as  $4x - 1$  instead of  $4x - 17$ . The correct solution of the equation is  $x = -17$ .

13. **Justify Conclusions** Determine if the statement is true or false. Justify your response.

To solve an equation with variables on each side, such as  $-9 + 3x = 8x + 6$ , you always first need to add or subtract the variable terms from each side.

**False.** Sample answer: You can also solve the equation by first adding or subtracting the constants to both sides of the equation.

14. Write an equation with variables on each side of the equals sign that has a solution of  $-2$ .

**Sample answer:**  $-20 - 3x = -2 + 6x$

**Teaching the Mathematical Practices**

**7 Look for and Make Use of Structure** In Exercise 11, students will explain how the Distributive Property can be used to eliminate the fractions in the equation. Encourage students to use the similar structure in the fractions to eliminate them.

**3 Construct Viable Arguments and Critique the Reasoning of Others** In Exercise 12, students will find the mistake in the problem and correct it. Encourage students to determine the error by analyzing the worked-out solution and explain how they could fix it. In Exercise 13, students will determine if a statement is true or false. Encourage students to support their answer with an explanation that includes details from the equation.

**Collaborative Practice**

Have students work in pairs to complete the following exercises.

**Interview a student.**

Use with Exercises 11–12 Have pairs of students interview each other as they complete these problems. Students take turns being the interviewer and interviewee for each problem. Interview questions should include asking the interviewee to think aloud through their solution process. An example of a good interview question for Exercise 11 might be, "What is the Distributive Property?"

**ASSESS AND DIFFERENTIATE**

Use the data from the **Checks** to determine whether to provide resources for extension, remediation, or intervention.

**IF** students score 90% or above on the Checks, **BL**

**THEN** assign:

- Practice, Exercises 7, 9, 11–14
- Extension: Solve Equations with Variables on Each Side by Graphing
- ALEKS** Equations with Variables on Both Sides

**IF** students score 66–89% on the Checks, **OL**

**THEN** assign:

- Practice, Exercises 1–6, 12, 13
- Extension: Solve Equations with Variables on Each Side by Graphing
- Remediation: Review Resources
- Personal Tutor
- Extra Examples 1–3
- ALEKS** Equations with Variables on Both Sides

**IF** students score 65% or below on the Checks, **AL**

**THEN** assign:

- Remediation: Review Resources
- Arrive **MATH** Take Another Look
- ALEKS** Equations with Variables on Both Sides

## Ongoing Pedagogy Support

- Classroom Videos** model lessons from a real classroom.
- Math Misconception Videos** address common misconceptions and strategies to help students overcome them.

- Content and Pedagogy Videos** provide tips for teaching difficult math concepts.
- Interviews with Experts** examine the "why" behind the math and best practices.
- Content Progression Resources** show the progression of math concepts from elementary through high school math.



# Reveal Math Meets You Where You Are and Goes Where You're Growing

## Lesson Model

### Launch



#### WARM UP

The **Warm Up** covers the prerequisite skills needed for the lesson.

Teachers can also project the “**What Vocabulary Will You Learn?**” and “**Today’s Standards**” slides to review what topics will be covered in the lesson with their class.

#### Warm Up

##### Warm Up

Determine if the given equation represents a linear or nonlinear function.

1.  $y = 2x$

2.  $y = 3x^3 + 3$

3.  $y = \sqrt{3x - 1}$

4.  $y = 8x + 16$

5. Juana needs to graph the equation  $y = 8x^2$ . Sketch the graph to be a straight line? Explain.



#### LAUNCH THE LESSON

In **Launch the Lesson**, teachers utilize a hook to engage students and pique their interest.

**Talk About It!** prompts initiate student thinking about the lesson content.

#### Launch the Lesson

##### Launch the Lesson

##### Qualitative Graphs

The Stelvio Pass is a road in Italy in the Alps mountain range. It is famous for its high elevation and hairpin turns. At its highest point, the elevation is about 9,000 feet above sea level, and is the second highest mountain pass in the Alps. About 15 miles long, the road contains 75 hairpin turns. Many visit Stelvio Pass for the exciting drive and scenic views.



INDIVIDUAL ACTIVITY



GROUP ACTIVITY



CLASS ACTIVITY

### Explore and Develop



#### EXPLORE

Students complete rich tasks in online **Explore** activities while working in collaborative groups, allowing them to share ideas and approaches with their peers.

#### Explore

The screenshot shows a digital interface for an 'Explore' activity. It features a 'Story 1' section with a map showing a route from 'Home' to 'Corner Store' and a graph of 'distance (miles)' vs. 'time (minutes)'. The graph shows a piecewise linear function with points labeled 'Start', 'Stop', and 'Home'. Below the story, there are sections for 'Explore: Interpret Qualitative Graphs' and 'Learn: Analyze Qualitative Graphs'. The 'Learn' section includes a graph of a piecewise linear function and a table of values. The interface also includes a 'Goal', 'Reset', and 'Show Story' button.

Teachers can project the digital features, or students can access them on their own devices.



The abundant print and digital resources within *Reveal Math* intersect in a meaningful way to heighten the learning experience. Interactive print and digital tools increase student engagement while simultaneously deepening comprehension. The *Reveal Math* classroom is an active classroom experience that brings math to life!

## Reflect and Practice

### LEARN

In the **Learn** portion of the lesson, students' understanding is formalized through guided instruction.

Teachers can use the aligned print and digital content to create the most effective instructional pathway for their students.

### EXAMPLES & CHECK

Students work through one or more **Examples** tied to the key concepts, followed by a quick **Check** (formative assessment) to measure their understanding.

**Examples** and **Checks** can be completed in the print **Interactive Student Edition** or online. When **Checks** are completed online, performance data is instantly captured for the teacher.

### EXIT TICKET

The **Exit Ticket** provides a quick formative assessment opportunity that encourages students to reflect on their learning.

**Write About It!** prompts provide an opportunity for students to integrate writing skills in the math classroom.

### PRACTICE

Students complete the **Practice** either online or in their print **Interactive Student Edition** to apply what they've learned and build procedural fluency.

When the **Practice** is completed online, performance data is instantly captured for the teacher.

#### Learn

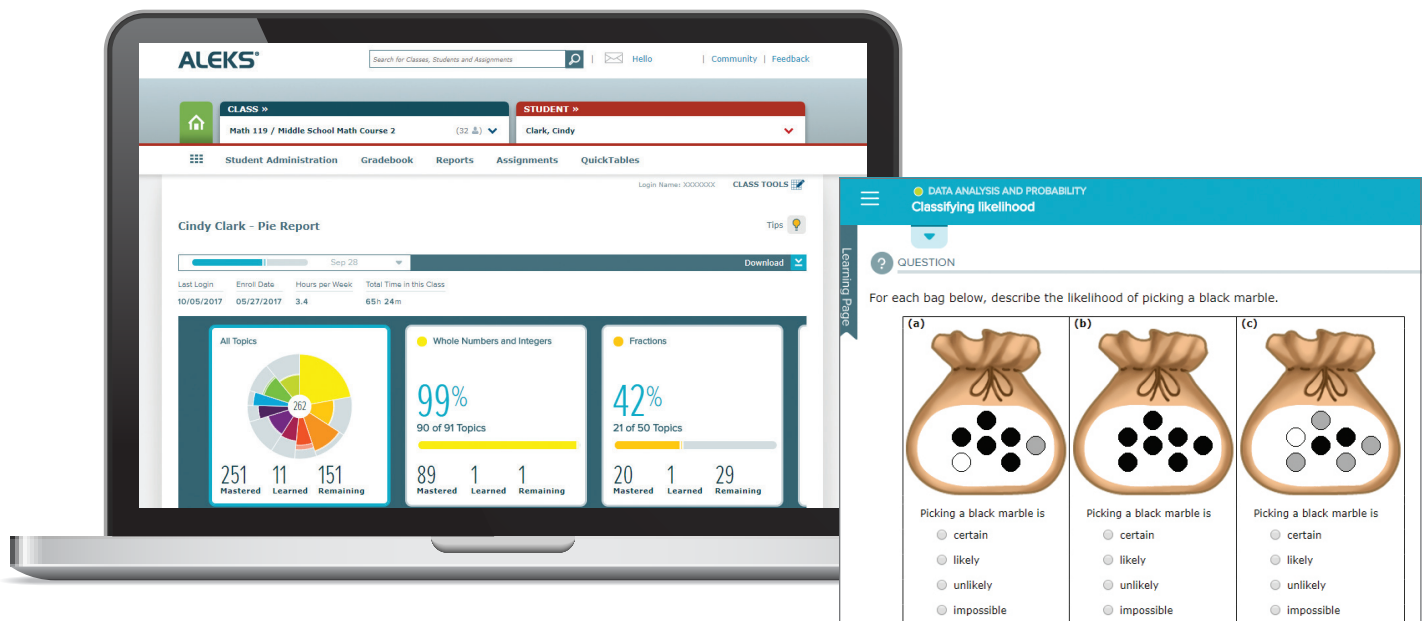
#### Examples & Check

#### Exit Ticket

#### Practice

# Support Every Student

*Reveal Math* empowers teachers with the tools they need to provide in-the-moment differentiation and deliver insightful instruction that reaches every learner.



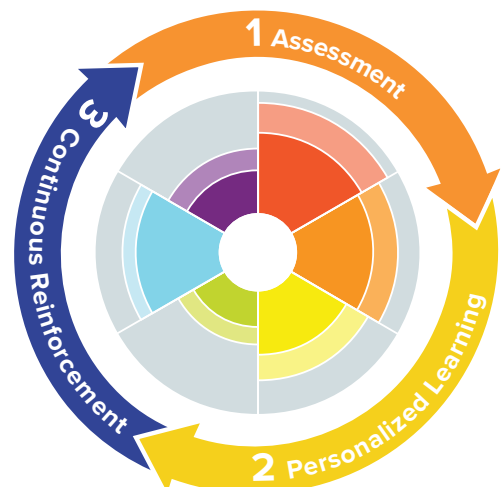
## ALEKS®

### Reveal the Power of Personalized Learning

*ALEKS®* is an online math solution for Grades 6–12 that uses adaptive technology to identify and provide instruction on the topics each student is most ready to learn. Through a continuous cycle of assessment, learning, and reinforcement, *ALEKS* develops a personalized learning path for each student to ensure measurable success.

#### Benefits of Using *ALEKS*:

- Provide standards-based instruction
- Focus on appropriate topics to prevent boredom or frustration
- Offer bilingual courses in English and Spanish
- Easily differentiate with remediation, on-level, and enrichment opportunities
- Pie reports allow you to see which students know the concepts in each module's topic and adjust instruction as appropriate
- Access dynamic data at the student, class, school, and district level to inform classroom instruction



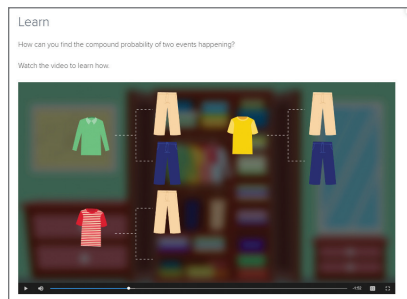


## Make an Impact with Embedded Reteach Support

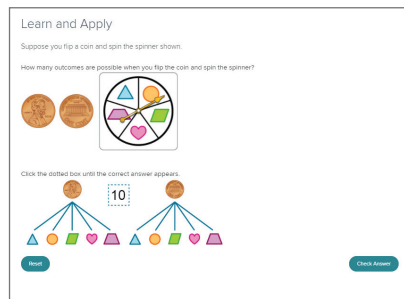
The digital **Take Another Look** mini-lessons in **Arrive Math™** supplement core instruction with targeted skill support and extra practice. About 100 of these digital, student-driven lessons are included in each **Reveal Math** course.

To receive access to all 1,160 Take Another Look lessons, plus hands-on lessons and games, ask your sales representative about purchasing **Arrive Math Booster**, a K–8 supplemental intervention program.

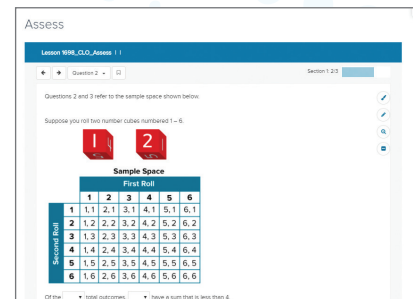
Each 15-minute student-driven, digital lesson contains three parts:



Part 1: Model Concept



Part 2: Interactive Practice



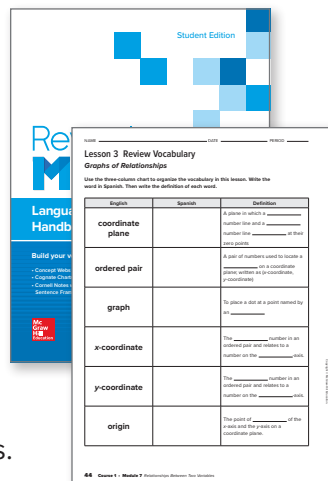
Part 3: Data Check

## Build Language Skills in the Math Classroom

The **Language Development Handbooks** empower teachers to meet the language needs of all learners.

The **Language Development Handbook Student Edition** includes:

- Word Cards.
- Vocabulary Squares.
- Three-Column Charts (with English/Spanish cognates).
- Definition Maps.
- Concept Webs.
- Dinah Zike's Visual Kinesthetic Vocabulary Cards.



The **Language Development Handbook Teacher Edition** includes:

- English Learner Instructional Strategies.
- English Language Development Leveled Activities.
- Multicultural Teacher Tips.

## Resources for Spanish Speakers

- Spanish Interactive Student Editions for Course 1, Course 2, and Course 3
- Language Development Handbook for Course 1, Course 2, and Course 3 (*Teacher and Student Editions*)
- Spanish Personal Tutors
- Multilingual eGlossary
- ALEKS Bilingual Courses in Spanish



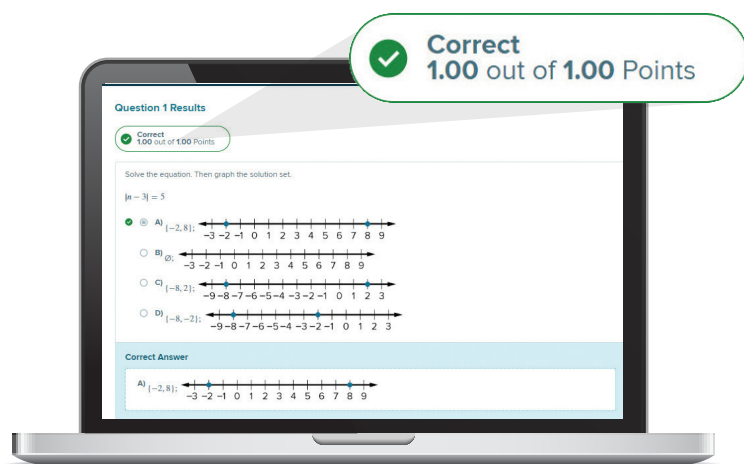
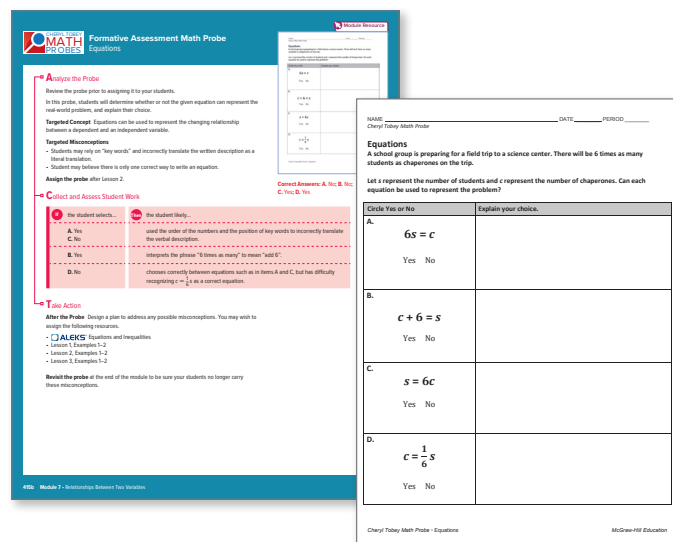
# Practice and Assessment

With *Reveal Math*, students apply their learning in a variety of practice options and assessments to demonstrate that they can explain both the what and the why of mathematics—not just the *how*.

## Teach Students That Mistakes Are an Opportunity for Growth

Each module features a **Cheryl Tobey Formative Assessment Math Probe**—exclusive to McGraw Hill!

Students complete an activity that is designed to target common misconceptions about a particular mathematical concept. Teacher resources include support for diagnosing and correcting these misconceptions.



## Provide Students Rich Practice Opportunities

Every lesson includes a variety of practice sets that provide students varied question type formats, immediate feedback, support, and multiple question attempts. Extra practice sets are also available to be assigned at the teacher's discretion. When assigned digitally, student work is auto-scored to reduce the time invested in manual grading.

## Assessment Options

### Diagnostic Assessment

- Diagnostic and Placement Test with Scoring Guide
- Module Pretests

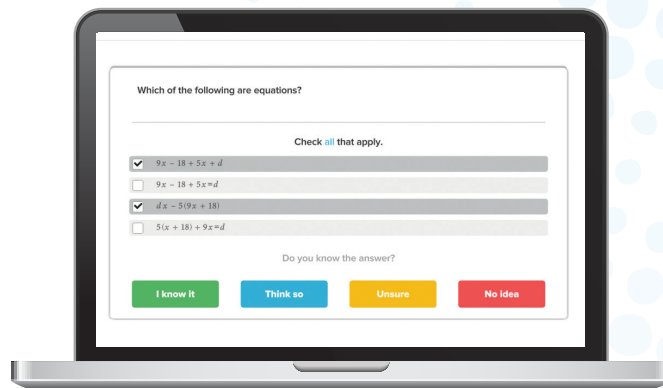
### Formative Assessment

- Cheryl Tobey Formative Assessment Math Probes
- Checks
- Exit Tickets
- Put It All Together
- *LearnSmart*®

## Ensure Topic Mastery

**LearnSmart®**, included with *Reveal Math*, provides students with access to an online, interactive study tool.

**LearnSmart** assesses a student's proficiency and knowledge within a specific course, tracks which topics have been mastered, and identifies areas that need more study prior to mid-year or end-of-course assessments.



## Drive Instruction With Actionable Data

Drawing on performance data from student assessments and activities, the *Reveal Math* reports and recommendations provide teachers and administrators with the information they need to monitor and adjust instruction on a daily basis.

### Activity Report

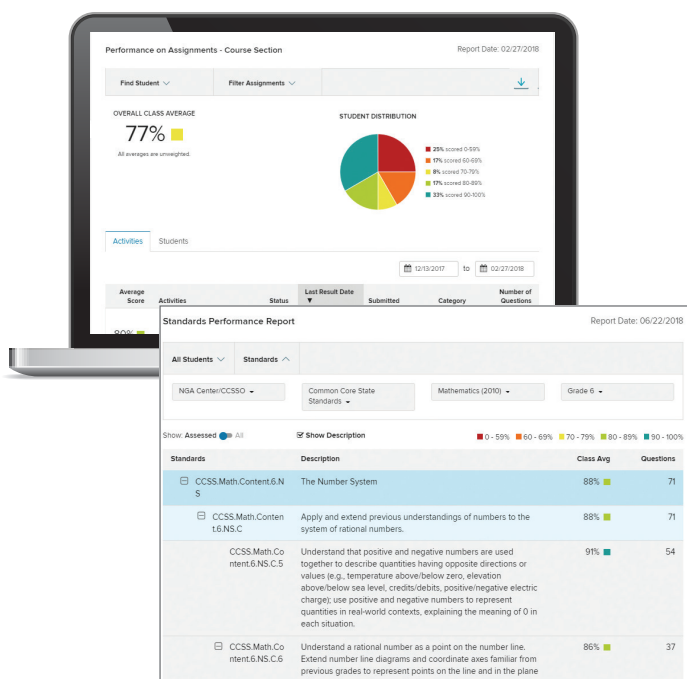
- Overall class or student average score
- Overall class or student progress over time
- Performance by activity type (e.g., homework, quiz, exam)
- Average score per activity

### Standards Report

Class and individual average score per standard, skill, or objective

### Administrator Report

Activity, standards, progress, and usage reports



## Summative Assessment

- Leveled Module Tests
- Performance Tasks
- Module Review
- End-of-Course Test
- Module Vocabulary Tests

## PLUS

Build your own assessments with access to question banks featuring technology-enhanced items.

# The K–12 Solution for Today's Mathematics Classroom

*Reveal Math* is a coherent, vertically aligned K–12 core math solution that empowers educators to uncover the mathematician in every student through powerful explorations, rich mathematical discourse, and timely individualized learning opportunities.

6–8	9–12 Traditional	9–12 Integrated
		

**K–5 *Reveal Math* coming to your classroom Fall 2020**

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Visit [revealmath.com/6-8](https://revealmath.com/6-8) to sample online and access a trial of the digital resources.

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# Reveal MATH



## Built on the Science of Learning

The development of *Reveal Math*, a K-12 core mathematics program, draws from a range of academic research in learning science. In addition to academic research, several other critical inputs contributed to the development of the program, including extensive in-classroom testing, user testing, and direct feedback from hundreds of educators across the country.

*Reveal Math* is based on proven classroom practices and research from our expert advisory team, as well as current academic research brought forward by McGraw-Hill Education's Learning Scientists. This collective team played a critical role in the design of the program's instructional model. This document provides an overview of the key research areas that *Reveal Math* was built on and demonstrates the application of each within the program.

### *Key research areas:*

- Rigor
- Learning Targets
- Formative Assessment
- Rich Tasks
- Productive Struggle
- Mathematical Discourse
- Collaborative Learning
- Misconceptions, Error Analysis and Perception

# Rigor

Regardless of the content standards being implemented, states and districts have understood the benefits of key shifts in standards development and the importance of putting them into practice in the classroom. These shifts include: greater focus on key topics, coherence within and across grades and topics, and rigor. While *rigor* is used by many education researchers in different contexts, it is generally understood as a balance between conceptual understanding, procedural skills/fluency, and application or successful transfer to a variety of new problem contexts.

*"Rigorous lessons build on and extend prior knowledge. They encourage productive struggling. Although the objective of a lesson should be clear in the teacher's mind, the lesson should not focus on one correct path to a solution or even one correct answer. A rigorous lesson embraces the messiness of a good mathematics task and the deep learning that it has the potential to achieve."*

*(Linda M. Gojak, President's Messages, NCTM, 2013)*

*Citation reference resources found on p.11*

## Where it appears in the program

### THE INSTRUCTIONAL MODEL

- **Conceptual Understanding** is deliberately developed with an inquiry task that provides students with opportunities to make sense of a mathematical idea through exploration using representations and models to build understanding. Exploration is followed by classroom discourse in which students share and clarify their thinking.
- **Procedural Skills and Fluency** are explicitly linked to conceptual understanding through clear examples. Students build skill and fluency through practice in small groups, independent practice, homework, and through the use of the adaptive technology of *Redbird Mathematics* and *ALEKS*.
- **Applications** take place through a variety of problem solving opportunities within the Develop and Practice parts of a lesson. Students build deeper understanding by learning the mathematics in real-world contexts. In addition, students develop problem solving strategies using rich tasks and performance tasks in every module. K-5 students also apply their knowledge and skills through hands-on, leveled workshops.

# Learning Targets

Learning targets are the foundational critical aspect of formative assessment. They provide a way for teachers to share with students the learning that is intended to happen and indicators that it is taking place. Learning targets help students understand and own the mathematical ideas in a lesson. Using the learning targets as touchstones throughout the lesson provides the opportunity for students to reflect on their learning trajectory process. This reflective process helps students see their growth while teachers are able to use the success criteria for formative assessment questioning and gain insight to the students' perceptions of their learning.

" Teachers need better ways of determining where their students are in their thinking and understanding prior to and throughout the instructional process. Students need to be actively involved in the assessment process, so that they are learning through assessment as well as providing useful feedback to the teacher. "

(Keeley & Tobey, 2011, p. 10)

" At some point, we help students make sense of their discussions within the context of the mathematical goals of the lesson. To close the lesson, our responsibility is to make sure that students know what mathematics they have learned. "

(Seeley, 2016, p. 33)

*Citation reference resources found on p.11*

## Where it appears in the program

### "I CAN" STATEMENTS

Learning targets are presented to the students at the beginning of each lesson as "I can" statements that communicate the mathematical idea and success criteria in student-friendly language. Each lesson accomplishes this by including both procedural and analytical learning targets. Students can self-assess their comfort level in achieving these targets throughout each lesson and at the end in the form of metacognitive checks. Learning targets are the foundation by which all formative assessment questions are derived in *Reveal Math*.



# Formative Assessment

The key to reaching all learners is to adjust instruction based on students' understanding. Using formative assessments lets teachers know when to provide additional guidance or additional challenges to keep students on track and engaged in learning. Based on student data, the teacher can create more refined and targeted differentiation.

**"The shorter the time interval between eliciting the evidence and using it to improve instruction, the bigger the likely impact on learning."**

(William, 2011)

*Citation reference resources found on p.11*

## *Where it appears in the program*

Embedded formative assessment questioning and advice on what to watch for is provided to the teacher throughout every lesson. Formal check point opportunities found in *Reveal Math* are designed to provide teachers with actionable data for differentiation and skills gap identification. Real-time reports are found on the Data Dashboard and provide instructional recommendations for each student.

### **LESSON CHECKS AND EXIT TICKETS**

Formative Lesson Checks and Exit Tickets are questions designed to be completed by students in a short amount of time. Teachers can use this information to decide how each student should proceed with independent practice, homework, and differentiation.

- K-5 students are assessed in each lesson at a consolidated point of formative assessment. The easy-to-use results improve classroom management of small guided groups and independent work.
- 6-12 students have formative assessment checks after one or more examples. Results from the checks are displayed in easy-to-read reports that can be viewed in real-time to adjust instruction on the spot or at a later time, depending on the needs of the teacher.

### **MATH PROBES**

- Each module contains a math probe that poses a problem, set of problems, or task that elicits information about student misconceptions. Teachers can use a rubric to evaluate student responses and modify upcoming curriculum, as needed. The probe can also be used for student self-reflection at the end of the module.

# Rich Tasks

Rich tasks provide opportunities for students to dive deeply into mathematics and the freedom to try different ways of thinking about solving problems. Rich tasks can take the form of a contextualized word problem or a task with only numbers focusing on student thinking and not just the answer. It is not essential for a rich task to appear complex but rather promote a high level of cognitive demand and deeper conceptual thinking for the learner.

According to former NCTM president Linda Gojak, rich tasks can take many forms but they are generally distinguished by seven key characteristics.

Rich tasks:

- Are engaging
- Require substantive mathematics to reach a solution
- Are accessible for all students in the class
- Have multiple solution paths
- Can have multiple solutions
- Encourage student discourse and questions
- Treat the solution process as equally important as the solution

*" Tasks must provide entry points for all students, offer them well-defined opportunities to make connections to other mathematics, and include both opportunities and expectations for them to develop deeper understanding. The focus and coherence of the Common Core State Standards lead the way to rigorous instruction. "*

*(Linda M. Gojak, President's Messages, NCTM, 2013)*

*Citation reference resources found on p.11*

## *Where it appears in the program*

### **EXPLORE ACTIVITIES**

Prior to formal instruction of a mathematical topic, students have the opportunity to explore a rich task using and extending knowledge from previous experiences. The Explore Activities are intentionally implemented in collaborative groups so students can use inquiry to approach a high-cognitive demand task using representations that make sense to them, and share ideas and approaches with their peers. It is not necessary for each student to arrive at a solution or full understanding of the mathematical idea in the Explore Activity. Rather, these activities set the stage for building connections to conceptual understanding through classroom discourse and similar tasks.

## K-5 PROBLEM SOLVER LESSONS

Problem solving is embedded in every lesson in *Reveal Math*. Students use problem contexts to make sense of mathematical ideas rather than learn procedures in isolation. An additional lesson in each module focuses on helping students to build a toolbox of specific problem solving strategies and determine how and when to use those tools in both every day problem situations and higher order thinking problems. Lessons that focus on a rich task are also available, in which students choose the strategy that they would like to use when solving a more complex task.

## Productive Struggle

Providing opportunities for students to grapple with challenging tasks supports the goal of all students becoming successful problem solvers. Through purposeful questions, the teacher guides student thinking without showing and telling what to do, rather encouraging productive approaches and perseverance so that students own their thinking.

*" Effective mathematics teaching supports students in struggling productively as they learn mathematics... Teaching that embraces and uses productive struggle leads to long-term benefits, with students more able to apply their learning to new problem situations. "*

(NCTM 2014, p. 48)

*Citation reference resources found on p.11*

Many leading researchers identify productive struggle as an essential component of effective mathematics classrooms. To foster productive struggle, teachers are urged to include opportunities for students to attempt solving problems that target new concepts instead of limiting opportunities to tasks with familiar/known skills. The role of the teacher is to guide student thinking with open, yet focused questioning which is instrumental in developing this effective classroom environment. Allowing for productive struggle encourages perseverance and a growth mindset, and also supports rich discourse in the classroom.

### *Where it appears in the program*

#### EXPLORE

While student perseverance is key throughout the program, rich tasks in *Reveal Math* immerse students in the opportunity to work through difficulties and try multiple options. In the Explore activity, it is not important that each student arrives at the correct solution to the problem/task at this phase of the lesson – rather, the aim is to elicit students' intuitions and existing knowledge, and to give each an opportunity to engage in reasoning about the nature of the problem.

#### TEACHER QUESTIONING

Precisely crafted questioning in the teacher materials are found throughout the lesson. These give the teacher a framework to guide student thinking, encourage perseverance, and promote critical thinking.

# Mathematical Discourse

Mathematical discourse helps students expand their mathematical thinking and consider new strategies. Defending reasoning requires a deep understanding of processes and outcomes, and helps to solidify conceptual understanding. When students are asked to articulate their understanding and listen as others do the same, they deepen and expand their own comprehension of mathematics.

Teachers play a pivotal role in mathematical discourse. When teachers use focused questions, they are also modeling how to ask clarifying questions in a way that will serve students better in later phases of learning.

*"Working at their best, questions that probe and explore meaning and relationships press students to explain the why of their thinking and, in so doing, help them discover the methods of mathematical reasoning as well as the relationships at the heart of the central ideas of the discipline."*

(Smith & Stein, 2011, p. 73)

*Citation reference resources found on p.11*

## *Where it appears in the program*

### **STRONG QUESTIONING TECHNIQUES FOR THE TEACHER**

The teacher materials provide strong questioning examples to help teachers focus discussions so students develop efficient approaches to a problem.

### **K-5 TALK MATH ACTIVITIES**

Following small group work in the Explore Activities, teachers facilitate student discourse where students explain and clarify their reasoning. Teacher questions are carefully constructed to help students connect their work to the mathematical ideas that develop from their exploration. This "conceptual bridge" explicitly links conceptual understanding to developing procedural skills and fluency in the next section of a lesson.

### **6-8 TALK ABOUT IT! PROMPTS**

The Talk About It! questions throughout the Explore, Learn, and Example sections of each lesson offer opportunities for students to build meaning, to reason and explain their thinking, and ultimately to work toward building conceptual understanding of the math concepts covered in that lesson.

### **COLLABORATE**

Students are encouraged to work together at various points in each lesson, listening to others and discussing their approach to the mathematics.

# Collaborative Learning

There are tremendous benefits to be gained by student collaboration. Not only do students learn from the thinking of others, but they also learn to appreciate diverse viewpoints. In explaining their own understanding, students grow as individual learners. Research suggests that collaborative learning activities boost student engagement. The way in which collaborative learning activities promote student learning outcomes complements the benefits of meaningful discourse, productive struggle, and rich tasks described earlier. Both whole-class and small-group collaboration provide opportunities for these rich experiences.

" Social interaction provides us with the opportunity to use others as resources, to share our ideas with others, and to participate in the joint construction of knowledge. In mathematics classrooms, high-quality discussions support students' learning of mathematics by helping students learn how to communicate their ideas, making students' thinking public so it can be guided in a mathematically sound direction, and encouraging students to evaluate their own and each other's mathematical ideas. These are all important features of what it means to be 'mathematically literate.' "

(Smith & Stein, 2011 p. 1)

*Citation reference resources found on p.11*

## *Where it appears in the program*

### **K-5 COLLABORATE**

During Collaborate, students can work together to solve problems by applying strategies and skills learned in the lesson. Students are encouraged to explain and justify their thinking to their peers with the support of teacher prompts and questioning as needed. Throughout *Reveal Math* lessons, many problems allow for multiple approaches and/or models and strategies to be applied, such that the conceptual connections between strategies emerges through the collaborative small group work.

### **6-8 COLLABORATE STRATEGIES**

Each lesson includes collaborative learning strategies that reinforce the main objectives and vocabulary learned in the lesson.

### **6-12 COLLABORATIVE PRACTICE**

Collaborative Practice tips in the Teacher Edition offer suggestions on how students can work collaboratively to write their own problems, make sense of problems, explain their reasoning to a peer, and/or discuss how they can solve the same problem using more than one strategy. These problems can be assigned for in-class practice or homework.

# Misconceptions, Error Analysis and Perception

Research suggests that learning occurs optimally in “mistake friendly” environments, in which taking risks and making errors are considered a natural part of the learning process rather than evidence of teacher or student failure. Promoting such an environment requires a shift in thinking for both the teacher and the student so that errors are considered opportunities for meaningful classroom discourse centered around the learners’ thinking about the connection between concepts and procedures. When the teacher recognizes misconceptions, they shed light on how to best provide support so that learners move to a deeper and more accurate understanding of a concept. Less emphasis is on getting the right answer. Rather, instruction focuses on using mistakes, misconceptions, and opportunities to learn. This type of mistake-friendly environment is closely related to the notions of productive struggle and rich tasks, as it allows students to engage with content in a way that is learner-centered and learner-driven. This type of environment helps students engage with mathematics more deeply and without anxiety about immediate correct answers impeding their learning processes.

*“ Combined with what we know about the contribution of mistakes to growing intelligence, it seems clear that a classroom environment where mistakes are welcomed could create many opportunities for learning mathematics. Lightening our grip on getting correct answers quickly may allow us to view the structure of teaching differently. ”*

*(Seeley, 2016 pp. 22–23)*

*Citation reference resources found on p.11*

## *Where it appears in the program*

### **COMMON ERRORS AND MISCONCEPTIONS**

Teachers are equipped with advance knowledge of common errors and misconceptions related to the lesson content. This allows teachers to anticipate the emergence of those errors in students’ discussion, and provide scaffolding accordingly.

To help teachers scaffold an activity, point-of-use differentiation adjustments are provided in the teacher materials.

### **MATH PROBES**

In each module, assessments probe on students’ thinking and current background knowledge to equip teachers with advanced knowledge of misconceptions related to the module content. This allows teachers to uncover incorrect generalizations and address them during the instruction in the module..

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# Reveal MATH



BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 8.

TO: Board of Directors

FROM: Executive Director

DATE: June 14, 2022

**SUBJECT:** Temporary adoption of Rosetta Stone for English Language Learners in grades tk-8 and a foreign language elective for grades 7-8

**ISSUE:** At this time, Bella Mente does not have the budget to hire a foreign language teacher. Rosetta Stone Licenses allow for students to learn a second language while working with teachers already on staff. This also allows students to choose Spanish, French or German.

**BACKGROUND:** Language connects us all, laying the groundwork for learning and growth. For an increasingly diverse student population, language can also be the key to achievement, in school and beyond. As communities diversify and global connections increase, the need for K–12 students to develop language skills grows. Compared to children who speak only one language, bilingual students benefit from better working memories, greater mental flexibility, and the ability to more easily grasp abstract concepts.

Every student is different. That's why we need a program that personalizes language learning through an Adaptive Blended Learning Model, while incorporating scaffolded instruction and Speech Recognition Engine technology. Individualized learning paths empower students to take ownership of their own language development. Speaking with purposeful repetition and listening practice is a key attribute of the solution we chose, and the embedded Speech Recognition Engine provides immediate feedback. The TruAccent™ speech recognition found in Rosetta Stone products helps guide pronunciation, without judging, while educators can monitor student progress.

This language program can be used with fidelity whether a student is oncampus or is home for distance learning.

In addition, while ADA and enrollment may be lower due to the pandemic, we have access to less funding. Rosetta Stone allows the school to provide foreign language instruction without the added cost of an additional full time instructor. It also assists students who have limited English proficiency and may not have the confidence to practice English usage with their peers.

**FISCAL IMPACT/ FUNDING SOURCE:** Fiscal impact is based on a scenario of 25 students using the program at \$151.80 per student for \$3,795.00.

**RECOMMENDATION:** Approve use of the suggested temporary curriculum during the transition of Montessori training.

Respectfully Submitted,

Erin Feeley  
Executive Director

# SERVICE ORDER FORM

June 13, 2022

Rosetta Stone LLC  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404  
(P) 800-788-0822  
(F) 540-437-2843  
www.rosettastone.com

Rosetta Stone Contact:  
Charlotte Wye  
Phone: (540) 236-5030  
Email: [cwye@rosettastone.com](mailto:cwye@rosettastone.com)

## Customer Shipping Address:

Susan Croniser  
Bella Mente Montessori Academy  
1737 W. Vista Way  
Vista, CA 92083  
US

## Customer Billing Address:

Liz LaBlond  
Bella Mente Montessori Academy  
1737 W. Vista Way  
Vista, CA 92083  
US

Contact Phone: 7606218948 ext 303  
Contact Email: [scroniser@bellamentecharter.org](mailto:scroniser@bellamentecharter.org)

Billing Contact Phone: 760-621-8948 ext. 3  
Billing Contact Email: [elablond@bellamentecharter.org](mailto:elablond@bellamentecharter.org)

We are excited to present this quotation for products and services in the Rosetta Stone® Language Learning Suite. Rosetta Stone LLC provides language learning software and services under its Rosetta Stone® brand. Rosetta Stone language products and any related online services, training and user documentation are referred to collectively herein as "Rosetta Stone Product."

PRODUCT DESCRIPTION	QTY	UNIT PRICE	TOTAL
Engage 1 & 2 Bundle 50	1	USD 795.00	USD 795.00
Rosetta Stone Foundations for World Language (Silver) is a fixed term license for online access to language lessons and solo activities and stories in one of all commercially available languages (including English) and all available levels for use on Windows and Mac computers and includes administrator tools and access to all product specific mobile applications for iOS or select Android devices (the "License"). The License includes a digital download of Supplementary Materials for the following languages: English US, Spanish (Latin America), French, and German. Licenses are for named users for a subscription period specified below where all licenses start and end on the same date. Licenses may be transferred to other Authorized End Users during the subscription period.	25	USD 120.00	USD 3,000.00
Sub Total			USD 3,795.00
Total Sales Tax			USD 0.00
Total Shipping Charges			USD 0.00
Grand Total			USD 3,795.00
<b>Notes</b>			
<ul style="list-style-type: none"> <li>1 - Any applicable sales, use, excise, property or other federal, state, county, municipal, local or foreign taxes, levies, VAT, GTS, or other indirect taxes, customs duties, tariffs, or other imposts are the responsibility of the purchaser; any such amounts included in this quote are estimates for informational purposes only.</li> <li>2 - The professional development referred to above must occur within one year following the date of this Order Form. If Customer fails to allow Rosetta Stone to provide the professional development within that period, Rosetta Stone's obligation to provide the professional development will terminate.</li> <li>• Renewal: existing site expires on August 2, 2022.</li> </ul>			

Pricing is valid through August 31, 2022.

## TERM AND TERMINATION

This Order Form Agreement becomes effective upon its acceptance by both parties and continues in effect for a period of 12 months following the service activation date of August 2, 2022 (the "Term"). The Term of this Agreement is renewable upon mutual agreement of the parties.

Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all services must be used within the Subscription Period; unused Product licenses or services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Rosetta Stone may suspend delivery of the Product/services in the event that Customer fails to make any payment when due.

#### **INVOICING AND PAYMENT TERMS**

Rosetta Stone will invoice Customer for the total purchase price stated above [plus all applicable taxes] upon acceptance of this Order Form by both parties. Invoices are payable on Net 30 day terms, F.O.B. Origin.

#### **ACCEPTANCE**

This quote also serves as an order form (the "Order Form"). To place this order, please sign this Order Form below and fax it along with any applicable purchase order to 540-437-2843. Alternatively, this order may also be placed by inserting the serial number appearing on the bottom right of this quote on the applicable purchase order, attaching this quote to the purchase order and faxing the purchase order and this quote to the above fax number.

In placing this order, Customer accepts the terms and conditions described in the Rosetta Stone K12 Education License Agreement (the "K12 License"), available at [www.rosettastone.com/legal](http://www.rosettastone.com/legal). The K12 License, together with this Order Form, constitutes the entire agreement (the "Agreement") between Rosetta Stone and Customer. CUSTOMER AND ROSETTA STONE AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SUPERSEDE ANY PROVISIONS OF ANY CUSTOMER DRAFTED PURCHASE ORDER AND SUPERSEDE ALL PROPOSALS, WRITTEN OR ORAL, AS WELL AS OTHER COMMUNICATIONS BETWEEN CUSTOMER AND ROSETTA STONE RELATING TO THE SUBJECT MATTER HEREOF. ANY ADDITIONAL OR CONFLICTING PROVISIONS ON ANY PURCHASE ORDER ARE EXPRESSLY EXCLUDED FROM THE AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS ORDER FORM AND THE ROSETTA STONE K12 EDUCATION LICENSE AGREEMENT, THE ORDER FORM SHALL GOVERN.

#### **ROSETTA STONE LLC**

By: \_\_\_\_\_

Authorized Signing Authority

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

#### **BELLA MENTE MONTESSORI ACADEMY**

By: \_\_\_\_\_

Authorized Signing Authority

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 9.

TO: Board of Directors

FROM: Executive Director

DATE: June 14, 2022

**SUBJECT:** Discussion and approval of the 2022-2023 Preliminary Budget as presented by Charter School Management Corporation

**ISSUE:** Each year the Board of Directors must approve an operating budget for the following school year by June 30.

**BACKGROUND:** The school has a conservative operating history and has built a reserve to ensure the school remains fully functional in the certain event of deferral of funds. All schools have been told to prepare for an increase in one-time funds with a recession on the horizon. This means, funding one time positions which may be eliminated as funding levels decrease or one time funding sources are eliminated in future years.

The State Legislature and Governor did not agree to an additional hold harmless for fluctuations in ADA in the 2022-2023 school year for charter schools. We will need to wait until the final budget is signed to determine final budget numbers as the legislature and the governor disagree on key funding sources. Currently, the school is funded at 589.65 ADA. Current enrollment for the 22-23 school year is based on 396. Currently we have 341 completely enrolled for 22-23 with 113 pending. The school historically experiences 96% Average Daily Attendance (ADA)-excluding COVID years. Therefore, we have planned the budget based on 380 ADA.

A deficit is expected in the 22-23 school year if student enrollment numbers and ADA remain consistent with this projection.

As can be seen in the two following out years, staffing at the 23-24 levels are not sustainable unless a significant ADA increase is experienced. This is due to the significant amount of one time COVID relief funds received to offer additional support to students. For the 22-23 school year, this budget includes a decrease of one general education teacher and one special education teacher.

**FISCAL IMPACT/ FUNDING SOURCE:** General Education Supplemental, Supplemental and Concentration Grants, SB 740 Funding, Special Education Funds, Grants and Fundraisers, EPA funds, ESSER2, ELO, In Person Learning Grant

**RECOMMENDATION:** Approve the 2022-2023 budget as presented by Charter School Management Corporation.

Respectfully Submitted,

Erin Feeley  
Executive Director

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Bella Mente  
(name continued) \_\_\_\_\_

CDS #: 30 68452 0128223

Charter Approving Entity: Vista Unified

County: San Diego County

Charter #: 1515

Budgeting Period: 2022-23

This charter school uses the following basis of accounting:

☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)

☐ **Modified Accrual Basis** (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
A. REVENUES					
1. LCFF Sources					
State Aid - Current Year	8011	2,176,812.00	2,498,691.00		2,498,691.00
Education Protection Account State Aid - Current Year	8012	75,624.00	76,032.00		76,032.00
State Aid - Prior Years	8019	(9,977.00)	0.00		0.00
Transfer of Charter Schools in Lieu of Property Taxes	8096	1,360,480.00	1,367,819.00		1,367,819.00
Other LCFF Transfers	8091, 8097				0.00
Total, LCFF Sources		3,602,939.00	3,942,542.00	0.00	3,942,542.00
2. Federal Revenues					
Every Student Succeeds Act (Titles I - V)	8290	110,292.00		110,292.00	110,292.00
Special Education - Federal	8181, 8182	64,919.00		52,789.00	52,789.00
Child Nutrition - Federal	8220	135,586.00		135,586.00	135,586.00
Donated Food Commodities	8221	0.00		0.00	0.00
Other Federal Revenues	8110, 8260-8299	250,842.00		584,306.00	584,306.00
Total, Federal Revenues		561,639.00	0.00	882,973.00	882,973.00
3. Other State Revenues					
Special Education - State	StateRevSE	258,621.00		298,973.00	298,973.00
All Other State Revenues	StateRevAO	1,376,381.00	77,735.00	772,525.00	850,260.00
Total, Other State Revenues		1,635,002.00	77,735.00	1,071,498.00	1,149,233.00
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	125,540.00	61,717.00	0.00	61,717.00
Total, Local Revenues		125,540.00	61,717.00	0.00	61,717.00
5. TOTAL REVENUES		5,925,120.00	4,081,994.00	1,954,471.00	6,036,465.00
B. EXPENDITURES					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	1,811,845.00	1,311,756.50	311,504.50	1,623,261.00
Certificated Pupil Support Salaries	1200	62,992.00	39,019.00		39,019.00
Certificated Supervisors' and Administrators' Salaries	1300	154,384.00	85,680.00		85,680.00
Other Certificated Salaries	1900	222,199.00	413,302.00		413,302.00
Total, Certificated Salaries		2,251,420.00	1,849,757.50	311,504.50	2,161,262.00
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100	104,114.00	89,900.00	116,861.00	206,761.00
Non-certificated Support Salaries	2200	226,751.00	219,893.00		219,893.00
Non-certificated Supervisors' and Administrators' Sal.	2300	167,415.00	87,035.00		87,035.00
Clerical and Office Salaries	2400	177,552.00	202,052.00		202,052.00
Other Non-certificated Salaries	2900	16,335.00	19,208.00		19,208.00
Total, Non-certificated Salaries		692,167.00	618,088.00	116,861.00	734,949.00

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>3. Employee Benefits</b>					
STRS	3101-3102	0.00	0.00		0.00
PERS	3201-3202	0.00	0.00		0.00
OASDI / Medicare / Alternative	3301-3302	188,636.00	179,268.00		179,268.00
Health and Welfare Benefits	3401-3402	281,463.00	480,000.00		480,000.00
Unemployment Insurance	3501-3502	29,540.00	22,208.00		22,208.00
Workers' Compensation Insurance	3601-3602	46,793.00	44,470.00		44,470.00
OPEB, Allocated	3701-3702	109,442.00	135,006.00		135,006.00
OPEB, Active Employees	3751-3752	0.00	0.00		0.00
Other Employee Benefits	3901-3902	0.00	0.00		0.00
Total, Employee Benefits		655,874.00	860,952.00	0.00	860,952.00
<b>4. Books and Supplies</b>					
Approved Textbooks and Core Curricula Materials	4100	80,815.00	56,105.00	24,710.00	80,815.00
Books and Other Reference Materials	4200	0.00	0.00		0.00
Materials and Supplies	4300	82,881.00	82,881.00		82,881.00
Noncapitalized Equipment	4400	49,792.00	49,791.00		49,791.00
Food	4700	155,000.00	10,580.00	144,420.00	155,000.00
Total, Books and Supplies		368,488.00	199,357.00	169,130.00	368,487.00
<b>5. Services and Other Operating Expenditures</b>					
Subagreements for Services	5100	0.00	0.00		0.00
Travel and Conferences	5200	33,164.00	19,312.00	13,852.00	33,164.00
Dues and Memberships	5300	11,885.00	11,885.00		11,885.00
Insurance	5400	106,172.00	145,610.00		145,610.00
Operations and Housekeeping Services	5500	135,000.00	21,277.50	233,722.50	255,000.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	37,500.00	37,500.00		37,500.00
Transfers of Direct Costs	5700-5799	0.00	0.00		0.00
Professional/Consulting Services & Operating Expend.	5800	494,011.00	368,142.00	370,420.00	738,562.00
Communications	5900	40,714.00	40,714.00		40,714.00
Total, Services and Other Operating Expenditures		858,446.00	644,440.50	617,994.50	1,262,435.00
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)</b>					
Land and Improvements of Land	6100-6170				0.00
Buildings and Improvements of Buildings	6200				0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300				0.00
Equipment	6400				0.00
Equipment Replacement	6500				0.00
Depreciation Expense (for full accrual basis only)	6900	397,633.00	397,633.00		397,633.00
Total, Capital Outlay		397,633.00	397,633.00	0.00	397,633.00
<b>7. Other Outgo</b>					
Tuition to Other Schools	7110-7143				0.00
Transfers of Pass-through Revenues to Other LEAs	7211-7213				0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE				0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO				0.00
All Other Transfers	7281-7299				0.00
Transfer of Indirect Costs	7300-7399				0.00
Debt Service:					
Interest	7438	840,444.00	840,444.00		840,444.00
Principal	7439				0.00
Total, Other Outgo		840,444.00	840,444.00	0.00	840,444.00
<b>8. TOTAL EXPENDITURES</b>		6,064,472.00	5,410,672.00	1,215,490.00	6,626,162.00
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		(139,352.00)	(1,328,678.00)	738,981.00	(589,697.00)

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>D. OTHER FINANCING SOURCES / USES</b>					
1. Other Sources	8930-8979				0.00
2. Less: Other Uses	7630-7699				0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999		(738,981.00)	738,981.00	0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	(738,981.00)	738,981.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		(139,352.00)	(2,067,659.00)	1,477,962.00	(589,697.00)
<b>F. FUND BALANCE, RESERVES</b>					
1. Beginning Fund Balance					
a. As of July 1	9791	6,409,320.00	6,269,968.00		6,269,968.00
b. Adjustments/Restatements to Beginning Balance	9793, 9795				0.00
c. Adjusted Beginning Balance		6,409,320.00	6,269,968.00	0.00	6,269,968.00
2. Ending Fund Balance, June 30 (E + F.1.c.)		6,269,968.00	4,202,309.00	1,477,962.00	5,680,271.00
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711				0.00
Stores	9712				0.00
Prepaid Expenditures	9713				0.00
All Others	9719				0.00
b. Restricted	9740				0.00
c. Committed					
Stabilization Arrangements	9750				0.00
Other Commitments	9760				0.00
d. Assigned					
Other Assignments	9780				0.00
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789				0.00
Unassigned / Unappropriated Amount	9790	6,269,968.00	4,202,309.00	1,477,962.00	5,680,271.00

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 10.

TO: Board of Directors

FROM: Executive Director

DATE: June 14, 2022

**SUBJECT:** Discussion and approval of the Universal Pre Kindergarten Plan beginning with the 22-23 school year

**ISSUE:** The school is required to adopt a Universal Pre Kindergarten Plan which is presented via the Universal PreK Planning and Implementation template designed by the state of California.

**BACKGROUND:** UPK is an umbrella term that includes the California State Preschool Program (CSPP), TK at the California Department of Education, as well as Head Start, district and local community-based preschool programs, early learning services for students with disabilities, private pay preschool, and expanded learning options to support access to a full day of services.

- While participation in UPK and choice of which program is optional, TK is the only option within the broader UPK frame that will be universally available, and free of cost, for all four-year old children as part of California's public education system.
- California's goal is to serve more children ages 3-to 4-years-old, statewide, in high-quality preschool programs. California intends to meet this goal through the implementation of universally available TK, as well as investments in other state-funded programs, such as funding to expand the CSPP and other state-subsidized programs that offer a preschool learning experience.
- In 2021, legislation was passed that requires any local educational agency (LEA) operating a Kindergarten to also provide a TK program for all 4-year-old children by 2025–26. UTK means that by 2025–26, regardless of background, race, zip code, immigration status, or income level, every child will have access to TK as a quality learning experience the year before Kindergarten.

Bella Mente plans to provide UPK to all students 4 and up beginning in the 22-23 school year. Students who turn 4 by September 1, 2022 will be admitted into the program.

**FISCAL IMPACT/ FUNDING SOURCE:** \$63,981/ Universal Pre Kindergarten funding

**RECOMMENDATION:** Approve the Universal Pre Kindergarten Plan as submitted.

Respectfully Submitted,

Erin Feeley, Executive Director

James Proby, Principal

Gladys Espino, Director of Support Services



BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 11.

TO: Board of Directors

FROM: Executive Director

DATE: June 14, 2022

**SUBJECT: Adoption of Comprehensive Health Skills for 7th and 8th grade, published by GoodHeart-Wilcox, 3rd Edition to comply with the California Healthy Youth Act**

**ISSUE:** The school currently does not have an adopted textbook which contains curriculum to meet compliance with the California Healthy Youth Act.

**BACKGROUND:** Comprehensive Health Skills for Middle School is a complete educational package for teaching skills-based health education in the classroom. This third edition features core health topics such as nutrition, physical activity, and mental health; information about sexual health and pregnancy prevention; and cutting-edge health topics, such as vaping, opioid addiction, body positivity, self-compassion, social media, mindfulness, online communication and relationships. Content and skills align to the National Health Education Standards and the National Sexuality Education Standards.

**FISCAL IMPACT/ FUNDING SOURCE:** \$107per HARDCOPY text; \$26 per workbook; \$176 teacher edition; \$928 curriculum center subscription (6 years); ~\$4000 total (**25 textbooks** - one between two kids, **2 workbooks** - photocopies of pages used in classroom with students, **1 teacher edition, 1 curriculum center subscription**) /SDCOE K-12 Comprehensive Health Education Grant

**RECOMMENDATION:** Approve the adoption of the Comprehensive Health Skills text for Middle School (7th and 8th grade)

Respectfully Submitted,

Erin Feeley  
Executive Director



# Goodheart-Willcox Publisher

18604 West Creek Drive • Tinley Park • Illinois 60477-6243  
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Process No.	Process Date	Purchase Order Number		Shipped Via		Expiration Date	
14162868	5/28/22	QUOTE: 05/28/22 8:48:24 AM		*** U.P.S. GROUND ***		01/31/23	
ISBN	Quantity	Item	Title (©)		List Price	Disc. %	Net Extended Price
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978-1-63776-639-2	25	BDL	COMPREHEN HEALTH MS TX/OLS6 (2023) *		167.96	25.00	3149.25
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3973.25		298.92		201.75			

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Page Number 1 of 1

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BDL	Bundle	OG	Observation Guide	SG	Study Guide
BSK	BrightSpace Packet	OIR	Online Instructor Resource	SHP	Shop Manual
BSL	BrightSpace License	OLS	Online Learning Suite	TAW	Teacher's Annotated Workbook
CCL	Common Cartridge License	OSC	Online Student Center	TE	Teacher's Edition
CCK	Common Cartridge Packet	OT	Online Textbook	TSE	Exam View Test Software
CUR	Curriculum Center	PP	PowerPoint	TXT	Textbook
EBI	Ebook Instructor	RCD	Instructor's Resource CD	WB	Workbook
EBS	Ebook Student	SDG	Software Design Guide		
LM	Lab Manual				



# Goodheart-Willcox Publisher

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Account Number
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Quote Date
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978-1-63776-138-0		25	TXT	COMPREHENSIVE MS (2023)	106.64	25.00	1999.50
978-1-63776-643-9		25	WB	COMPREHEN HEALTH MS (2023)	25.28	25.00	474.00
978-1-63776-645-3		1	CUR	COMPREHEN HEALTH MS 6YR EM (2023) *DESK COPY			.00
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2473.50		204.07			201.75		
							2879.32

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Page Number 1 of 1

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BDL	Bundle	OG	Observation Guide	SG	Study Guide
BSK	BrightSpace Packet	OIR	Online Instructor Resource	SHP	Shop Manual
BSL	BrightSpace License	OLS	Online Learning Suite	TAW	Teacher's Annotated Workbook
CCL	Common Cartridge License	OSC	Online Student Center	TE	Teacher's Edition
CCK	Common Cartridge Packet	OT	Online Textbook	TSE	Exam View Test Software
CUR	Curriculum Center	PP	PowerPoint	TXT	Textbook
EBI	Ebook Instructor	RCD	Instructor's Resource CD	WB	Workbook
EBS	Ebook Student	SDG	Software Design Guide		
LM	Lab Manual				

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 12.

TO: Board of Directors

FROM: Executive Director

DATE: June 14, 2022

**SUBJECT:** Approve the Expanded Learning Opportunities Program Plan Guide for the 22-23 school year

**ISSUE:** The school must adopt an ELO-P plan in a public board session and post on its website to be in compliance with new California State Law.

**BACKGROUND:** The Expanded Learning Opportunities Program (ELO-P) provides funding for afterschool and summer school enrichment programs for transitional kindergarten through sixth grade.

“Expanded learning” means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

The Expanded Learning Opportunities Program is authorized by Item 6100-110-0001 of the 2021–22 Budget Act (Senate Bill 129, Chapter 69, Statutes of 2021), and Assembly Bill (AB) 130, Chapter 44, Statutes of 2021, as amended by AB 167, Chapter 252, Statutes of 2021.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P. The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with EC Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

As delineated in the plan, the school plans to work with the Joe and Mary Mottino Family YMCA. The school will contract the YMCA to meet the obligations of the ELOP program and pass through funds received from the state for this purpose.

**FISCAL IMPACT/ FUNDING SOURCE:** \$151,151 ELOP funding

**RECOMMENDATION:** Approve the Expanded Learning Opportunities Program Plan Guide for the 22-23 school year.

Respectfully Submitted,

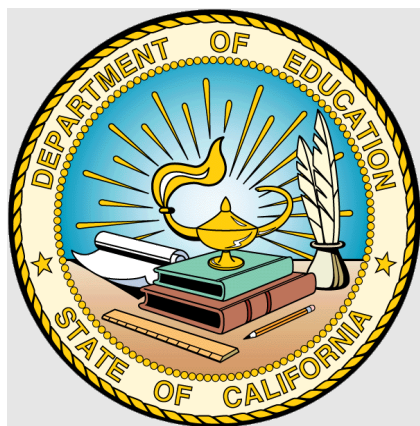
Erin Feeley, Executive Director

**Expanded Learning Opportunities  
Program Plan Guide**

# **EXPANDED LEARNING OPPORTUNITIES PROGRAM PLAN GUIDE**

Prepared by:  
Expanded Learning Division

California Department of Education  
1430 N Street, Suite 3400  
Sacramento, CA 95814-5901  
916-319-0923



**This Program Plan Template Guide is required by California *Education Code (EC)*  
Section 46120(b)(2)**

**Note: This cover page is an example, programs are free to use their own logos  
and the name of their program.**

# Expanded Learning Opportunities Program Plan Guide

## Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

Local Educational Agency (LEA) Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

**Instructions:** Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

## Purpose

This template will aid LEAs in the development of a program plan as required by *EC* Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

## Definitions

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning

# Expanded Learning Opportunities Program Plan Guide

experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (*EC* Section 8482.1[a])

“Expanded learning opportunities” has the same meaning as “expanded learning” as defined in *EC* Section 8482.1. “Expanded learning opportunities” does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (*EC* Section 46120[e][1])

## Instructions

This Program Plan needs to be approved by the LEA’s Governing Board in a public meeting and posted on the LEA’s website.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with *EC* Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the *Quality Standards for Expanded Learning in California* (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education’s (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

# Expanded Learning Opportunities Program Plan Guide

## 1—Safe and Supportive Environment

Describe how the program will provide opportunities for students to experience a safe and supportive environment. Include if the program will be offered on the schoolsite or off campus. If not on site, describe where in the community it will be and how students will be supported to get there.

## 2—Active and Engaged Learning

Describe how the program will provide opportunities for students to experience active and engaged learning that either supports or supplements, but does not duplicate, the instructional day.



# Expanded Learning Opportunities Program Plan Guide

## 3—Skill Building

Describe how the program will provide opportunities for students to experience skill building.

## 4—Youth Voice and Leadership

Describe how the program will provide opportunities for students to engage in youth voice and leadership.

# Expanded Learning Opportunities Program Plan Guide

## 5—Healthy Choices and Behaviors

Describe how the program will provide opportunities for students to engage in healthy choices and behaviors. Describe how students will be served nutritious meals and/or snacks during the ELO-P hours of programing.

## 6—Diversity, Access, and Equity

Describe how the program is designed to address cultural and linguistic diversity and provide opportunities for all students to experience diversity, access, and equity. Describe how the ELO-P will provide access and opportunity for students with disabilities.

# Expanded Learning Opportunities Program Plan Guide

## 7—Quality Staff

Describe how the program will provide opportunities for students to engage with quality staff.

## 8—Clear Vision, Mission, and Purpose

Describe the program's clear vision, mission, and purpose.

# Expanded Learning Opportunities Program Plan Guide

## 9—Collaborative Partnerships

Describe the program's collaborative partnerships. Local educational agencies are encouraged to collaborate with non-LEA entities to administer and implement ELO-P programs.

## 10—Continuous Quality Improvement

Describe the program's Continuous Quality Improvement plan.

# Expanded Learning Opportunities Program Plan Guide

## 11—Program Management

Describe the plan for program management.

## General Questions

**Existing After School Education and Safety (ASES) and 21<sup>st</sup> Community Learning Centers (21<sup>st</sup> CCLC) Elementary and Middle School grantees.**

ASES, 21<sup>st</sup> CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

# Expanded Learning Opportunities Program Plan Guide

## Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (*EC* Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

## Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.

# Expanded Learning Opportunities Program Plan Guide

**Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:**

## **EC Section 46120(b)(2):**

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

## **EC Section 46120(b)(1)(A):**

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

## **EC Section 46120(b)(1)(B):**

For at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

# Expanded Learning Opportunities Program Plan Guide

## **EC Section 46120(b)(3):**

[LEAs] shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

## **EC Section 46120(b)(4):**

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

## **EC Section 46120(b)(6):**

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

## **EC Section 46120(c):**

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

## **EC Section 8482.3(d):**

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

## **EC Section 8482.6:**

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program



## Expanded Learning Opportunities Program Plan Guide

that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

### **EC sections 8483.4 and 46120(b)(2)(D):**

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

### **EC Section 8482.3(c)(1)(A–B):**

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.

BELLA MENTE CHARTER SCHOOL- AGENDA ITEM VIII. 13.

TO: Board of Directors

FROM: Executive Director

DATE: June 14, 2022

**SUBJECT: Adoption of Classified Hourly Salary Schedule to Update Minimum Wage effective January 1, 2023**

**ISSUE:** The salary schedule must be updated to California Minimum wages rises to \$15.50 January 1, 2023

**BACKGROUND:** The staff proposes a minimum wage update from \$15.00 to \$15.50 beginning July 1, 2022. This increase at the beginning of the school year allows us to attract more candidates for our entry level positions.

This change will impact our Range 32 and Range 39 employees

Range 32: From \$15.00 to \$15.50 entry

Range 39: From \$15.45 to \$15.85 entry

Years of experience adjustment on range 41 to cap at 4. No other changes to the scale are suggested at this time.

**FISCAL IMPACT/ FUNDING SOURCE:** General Fund

**RECOMMENDATION:** Approve the adoption of the updated Classified Hourly Salary Schedule (July 1, 2022) to update to the California Minimum wage which goes into effect January 1, 2023.

Respectfully Submitted,

Erin Feeley  
Executive Director



# Bella Mente Academies

## Classified Staff

Job Range			Instructional Assistant							
#	32	39	n/a	41	42	44	46	48	57	61
STEPS										
1	\$15.50	\$15.85	\$16.25	\$16.23	\$16.64	\$17.48	\$18.36	\$19.29	\$24.09	\$26.60
2		\$16.23	\$17.06	\$17.05	\$17.48	\$18.36	\$19.29	\$20.27	\$25.31	\$27.94
3		\$17.05	\$17.91	\$17.95	\$18.36	\$19.29	\$20.27	\$21.30	\$26.60	\$29.36
4		\$17.92	\$18.80	\$18.82	\$19.29	\$20.27	\$21.30	\$22.37	\$27.94	\$30.84
5					\$20.27	\$21.30	\$22.37	\$23.51	\$29.36	\$32.40
6					\$21.30	\$22.37	\$23.51	\$24.70	\$30.84	\$34.04
7-9					\$22.37	\$23.51	\$24.70	\$25.95	\$32.40	\$35.77
10-14					\$23.51	\$24.70	\$25.95	\$27.26	\$34.04	\$37.58
15-19					\$24.70	\$25.95	\$27.26	\$28.64	\$35.77	\$39.48
20-24					\$25.93	\$27.24	\$28.62	\$30.07	\$37.56	\$41.45
25-29					\$27.23	\$28.61	\$30.05	\$31.58	\$39.43	\$43.53
30					\$28.59	\$30.04	\$31.55	\$33.16	\$41.40	\$45.71
Effective Date	07/22		8/21							

Current Staff above the equivalent of the final step will continue to receive their current hourly rate with no increase at each additional full year of service.

## Salary Minimum Wage Adjusted for 1/1/2023

Range 32	Noon Duty, Child Nutrition Assistant I/FoodAide
Range 39	Office/Campus Assistant, Data Entry Clerk, Child Nutrition Assistant II
Range 41	School Support Assistant
Range 42	Custodian
Range 44	Health Technician II
Range 46	Staff Secretary I; Community Liaison; Activities, Marketing, and Community Outreach Director
Range 48	Office Manager
Range 57	Facilities Manager
Range 61	Administrative Secretary II

\*Staff must work the equivalent of .5 of the position year to advance to next step

\*189 employees must work 95 days or more, year round must work 130 days or more

## Universal Prekindergarten Planning and Implementation Grant Program – Planning Template

A Resource for Local Educational Agencies

Released – December 17, 2021

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## Universal Prekindergarten in California

Decades of research demonstrate that an early and strong foundation for learning matters. Children who have effective learning opportunities before kindergarten have an advantage in school and in life over children who do not, especially children with adverse childhood experiences. Children who attend quality preschool programs are more prepared for school in terms of their early literacy, language, and math skills, their executive function, and social emotional development. In some cases, preschool participants are less likely to be identified for special education services or to be held back in elementary school than children who do not attend developmentally-informed preschool programs that include strong educational components.

California is poised to realize universal prekindergarten (UPK) for all four-year-old children, and to expand services for three-year-old children through bold leadership and the unprecedented investments in the Budget Act of 2021, including universal transitional kindergarten (UTK) and expansion of the California State Preschool Program (CSPP).

The tumult of the COVID-19 pandemic accelerated a call to action to ensure a strong educational foundation for all children, emphasizing the critical role of our education system in supporting children and families' needs and how local flexibility fuels community capacity to meet their needs. California's leaders responded with historic investments in family support, child development and care, and education. Yet, as the Master Plan for Early Learning and Care highlights, realizing the promise of early childhood investments will require all partners—across early learning and care, early education, elementary education, and expanded learning and extended care communities—to work together to create a stronger system designed to meet the needs of the whole child.

## The California Universal Prekindergarten Planning and Implementation Grant Program – Overview

California seeks to set children on a trajectory of lifelong success by investing in early and equitable learning experiences, including infant and toddler supports, such as family leave and access to infant and toddler care, universal preschool for all four-year-old children, and enhanced educational experiences across an aligned preschool to third grade system.

The 2021–22 State Budget package established the UPK Planning and Implementation Grant Program as a state early learning initiative with the goal of expanding access to prekindergarten programs at local educational agencies (LEAs). This grant program provides \$200 million for the California Department of Education (CDE) to allocate directly to LEAs based on a statutory formula to support planning and implementation costs associated with expanding prekindergarten options, such as universally-available transitional kindergarten (TK), CSPP, and Head Start for eligible students, and other local

and community-based partnerships.<sup>1</sup> It is important for LEAs to include partners such as CSPP, Head Start, and other early learning and care providers in the co-creation of the local plan. Engaging all partners in the community will enhance resources for families and children and fully utilize and coordinate available resources, including facilities, staff, and funding.

Under the provisions of California *Education Code (EC)* Section 8281.5, grant funds are allocated to school districts, charter schools, and county offices of education (COEs) with kindergarten enrollment in specific years, according to a specified formula. In addition, funds are allocated to COEs to support countywide planning and capacity building around UPK.

Grant funds may be used for costs associated with creating or expanding CSPP or TK programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the LEA, including Head Start programs, to ensure that high-quality options for prekindergarten education are available for four-year-old children. Allowable costs include, but are not limited to: (1) planning costs, (2) hiring and recruitment costs, (3) staff training and professional development, (4) classroom materials, and (5) supplies.

As a condition of receiving grant funds, state law requires each LEA to create a plan articulating,

how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the After-School Education and Safety Program, the California state preschool program, Head Start programs, and other community-based early learning and care programs (*EC* Section 8281.5).

Under state law, the plan must be developed for consideration by the LEA's governing board or body at a public meeting on or before June 30, 2022, after which the LEA must provide data, as specified by the State Superintendent of Public Instruction, to the CDE. The CDE must encumber funds by June 30, 2024. LEAs will have until June 30, 2025, to use the funds.

In addition, the 2021–22 State Budget also established the Expanded Learning Opportunities Program (ELO-P). The intent of the program is that all LEAs offer all unduplicated students in classroom-based instructional programs access to comprehensive afterschool and intersessional expanded learning opportunities. The

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<sup>1</sup> In addition, \$100 million is available to LEAs for workforce development through a separate competitive request for applications (RFA). The \$100 million available for workforce development will not be addressed in this document.

ELO-P requires LEAs to offer in-person before or after-school expanded learning opportunities that, when added to the core instructional day, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day (*EC* Section 46120).

In 2021–22, all LEAs must offer all TK through sixth grade (TK–6) classroom-based, unduplicated pupils an ELO-P and provide access to 50 percent of TK–6 enrolled, classroom-based, unduplicated pupils. Commencing in 2022–23, as a condition of apportionment, LEAs with an Unduplicated Pupil Percentage (UPP) at or above 80 percent must offer an ELO-P to all TK–6 classroom-based pupils and provide access to all TK–6 classroom-based pupils upon parent or guardian request. LEAs with an UPP below 80 percent must offer an expanded learning opportunity to all TK–6 classroom-based, unduplicated pupils and provide access to 50 percent of TK–6 enrolled classroom-based, unduplicated pupils. LEAs receiving ELO-P funding must meet all TK–6 requirements, which include, but are not limited to, offering a minimum of a nine-hour day for students TK–6 during the school year, providing pupil access, and offering 30 non-school days of programming, such as during summer and intersession periods.

Summer and intersession programming are also offered through many other early learning programs such as CSPP, Head Start, and early learning and care providers. Sharing costs, staff, and resources can support implementation of TK that provides for full-day supports while also meeting parental needs and supporting parental choice of program and setting type. LEAs should consider how these services will be offered as part of their UPK Plan. For key definitions related to UPK in California, see Appendix I.

### Planning Template Purpose

The UPK Planning Template has been created to: (1) offer planning questions for LEA consideration in developing comprehensive plans for UPK that meet community and family needs, and (2) outline the data that will be required for submission to the CDE to meet the requirements of *EC* Section 8281.5.

This template includes recommended and required planning questions. Collectively, the recommended and required questions form a set of core planning questions the CDE believes are critical to supporting the development of a comprehensive, responsive, and community-centered UPK Plan.<sup>2</sup>

- Recommended Questions: LEAs are highly encouraged to incorporate answers to these questions in their UPK Plans. Responses to these questions are not required

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<sup>2</sup> See Appendix II for additional planning questions for LEAs that are ready to develop more advanced UPK and preschool through third grade (P–3) plans.

for submission to the CDE but do support more holistic planning that meets the intent of these funds.

- Required questions: LEAs will be required to answer the required data questions outlined in this template in a survey that will be issued by the CDE following the June 30, 2022, deadline for LEAs to present their plans to their governing boards.<sup>3</sup>

The CDE will be collecting information on the answers to the required questions after July 30, 2022, in a survey. This will allow the CDE to learn about how LEAs are planning to implement UPK, and to identify what additional support may be needed to help LEAs as they move along the implementation process.

The questions required for submission to the CDE should be answered based on what the LEA plans to implement in the 2022–23 school year. However, the CDE encourages that LEAs, when developing their UPK Plan for consideration by their local governing board, look beyond the first year of implementation and lay the foundation for the full implementation period. The CDE also encourages LEAs to look to their Local Control and Accountability Plans (LCAPs) to identify where their LCAPs already include relevant opportunities for alignment, and to consider the results of the UPK planning and implementation efforts as it pertains to future updates to their LCAPs.

The UPK Planning Template is organized as follows:

1. Self-Certification
2. Projected Enrollment and Needs Assessment
3. Focus Area Planning
  - a. Vision and Coherence
  - b. Community Engagement and Partnerships
  - c. Workforce Recruitment and Professional Learning
  - d. Curriculum, Instruction, and Assessment
  - e. LEA Facilities, Services, and Operations
4. Technical Assistance Questions

The CDE encourages COEs to use this template as a guide for developing their own plans for how they will support the districts in their county to assess options, make decisions, and

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<sup>3</sup> The required questions referred to in this template are being provided to LEAs in advance of the survey to assist in the planning and implementation process.

construct a plan that includes the required questions and considers the recommended questions found in this template.

### Accompanying Guidance

To help introduce LEA leaders to early education concepts, agencies, and structures, the CDE will release an accompanying Guidance Document in early 2022, that will include information on the following:

1. Local LEA indirect service agencies and partners (for example, child care local planning council [LPC], Resource and Referral program [R&R], Alternative Payment Program [APP]);
2. Allowable ways to layer funding sources and programs to achieve full-day programming for four-year-old children;
3. Requirements for TK and early education facilities;
4. UPK workforce requirements for CSPP and TK educators, including the Early Learning Career Lattice, Commission on Teacher Credentialing (CTC) Child Development Teacher Permit information, information on the Multiple Subject Teaching Credential requirements, and TK educator professional learning;
5. Other available resources for UPK Implementation:
  - a. Workforce development grants and funds that can be accessed to help candidates obtain early education and TK qualifications (for example, federal stimulus funds, Educator Effectiveness Block Grant, and others);
  - b. Funding sources that can be utilized for facilities;
  - c. Funding sources that can be utilized for extended learning and care;
6. Research on the importance of participating in quality early education and research demonstrating the long-term impact on attendance, behavior, graduation rates, and academic and career success; and
7. Other resources aligned with the questions presented in the UPK Planning Template.

Additionally, the CDE will work with partners to ensure the release of additional information and technical assistance in the form of guidance, resources, tools, and regularly-scheduled

webinars. Topics will include workforce, support for multilingual learners, and inclusive early education practices, among others.

### Directions, Timeline, and Suggested Planning Process

LEAs are encouraged to use this template to fulfill the EC Section 8281.5 requirement to create a UPK Plan that articulates how the LEA will facilitate access to full-day learning for all children the year before kindergarten, including their partnerships with CSPP, Head Start, other preschool partners, and extended learning and care partners. The CDE will disseminate a survey to collect responses to the required questions in this template following the June 30, 2022, deadline for presenting plans to the local governing board.<sup>4</sup>

The CDE recommends the following process and timeline after the release of this UPK Planning Template in December 2021:

1. LEAs convene a planning team, including staff from the early learning department and Head Start (if these exist), curriculum and instruction, student programs, workforce and human resources (HR), business services, special education, multilingual education, expanded and after-school learning, and facilities.
2. The CDE, along with partners, will release guidance, resources, and additional information to support LEAs in the development of their UPK plan. LEAs should review this guidance as part of their planning process, and COEs should use the guidance to inform the support they offer to LEAs.
3. COEs develop plans for how they will support LEAs in their county to assess options, make decisions, and construct plans that address the required questions and consider the recommended questions found in this template. COEs should communicate with the LEAs in their county about the types of information, resources, and technical assistance the COE is able to offer to support the UPK planning process.
4. LEAs conduct outreach and engagement activities with local R&Rs, LPCs, and existing extended learning and care providers including early learning and child care providers operating within the LEA's enrollment attendance boundary.<sup>5</sup>

<sup>4</sup> The CDE may collect additional data related to UPK implementation in future years as well.

<sup>5</sup> LEAs can obtain a list of licensed ELC providers operating within the LEA's enrollment zip codes by contacting their county R&R. LEAs can also collaborate with APPs in their county to share information about the engagement activities with ELC providers in the county. See the CDE Guidance Document to learn more about R&Rs and APPs and how

5. LEAs convene a public engagement process to gather input and perspectives to inform the plan. This engagement process should include parents, early learning communities (including CSPP, Head Start, and the Head Start Policy Council), and expanded learning communities (including the After-School Education and Safety [ASES] Program). To ensure meaningful engagement, the CDE recommends LEAs complete this by March 1, 2022.<sup>6</sup>
6. If the LEA wants technical assistance from their COE, the CDE recommends LEAs submit a draft of the UPK Plan to their COE for review by April 15, 2022.
7. Planning teams meet with the COE to discuss the LEA's draft, including local constituency input, by June 1, 2022.
8. Planning teams present a draft plan to the school board by **June 30, 2022**.
9. The plan shall demonstrate how families will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the ASES Program, CSPP, Head Start programs, and other community-based early learning and care programs.

Following the presentation of the plan to the LEA's school board, the LEA shall respond to the CDE's subsequent requests for information no later than July 31, 2022.

## Key Considerations

### Transitional Kindergarten Implementation Timeline

As a condition of receipt of apportionment, school districts and charter schools must implement universally available TK for all four-year-old children by 2025–26 (*EC* 48000[c][1]). LEAs are encouraged to consider how this implementation timeline will impact elements of their UPK Plan, including whether implementing UTK on a fast timeline will allow the LEA to reach economies of scale with regard to the number of classrooms

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to find the R&R(s) and APP(s) in your county. In addition, as local partnerships, LEAs should and can work with local Head Start grantees to discuss the Head Start needs assessment allowing for better coordination and collaboration.

<sup>6</sup> The purpose of this engagement process is to ensure that diverse community voices and interests are uplifted and used to inform the development of a UPK Plan that meets families' and communities' needs. The LEA should develop a process that allows for authentic, inclusive, and meaningful input.

and TK teachers needed. The table below illustrates the UTK implementation timeline, including eligibility and ratios.



**Table: TK Eligibility, Ratio, and Class Size Requirements by Fiscal Year**

Type of Requirement	2021–22	2022–23	2023–24	2024–25	2025–26
<b>Eligibility</b>	Turn five between September 2 and December 2; at district discretion, turn five between December 3 and the end of the school year	Turn five between September 2 and February 2; at district discretion, turn five between February 3 and the end of the school year	Turn five between September 2 and April 2; at district discretion, turn five between April 3 and the end of the school year	Turn five between September 2 and June 2; at district discretion, turn five between June 3 and the end of the school year	Turn four by September 1
<b>Ratios</b>	Not specified	1:12	1:10**	1:10**	1:10**
<b>Class Size</b>	24	24	24	24	24

\* average class size across the school site

\*\* Subject to future legislative appropriation

### Supporting a Preschool through Third Grade Continuum

The CDE recently launched a Preschool through Third Grade (P–3) Alignment Initiative rooted in research that suggests the gaps in children’s opportunities and learning outcomes demand system-level reform at the state, county, district, school, and community level. Through this work, the CDE hopes to disrupt inequities, address bias, and promote equitable opportunities for California’s early learners. UPK implementation presents a critical opportunity to strengthen P–3 alignment, as a means of sustaining and accelerating the improved child outcomes associated with high-quality, early learning experiences.

To ensure the LEA’s plan is aligned with the vision of a P–3 continuum, the development team for the LEA UPK Plan (for which this document is a template) should include staff from the early education department (if there is one), curriculum and instruction, student programs, workforce, HR, business services, special education, multilingual education, expanded learning and afterschool, and facilities. Furthermore, to create a strong UPK system that meets families’ needs, the voices and choices of parents should be centered. Furthermore, LEAs should conduct outreach to the early learning and care providers that operate within the zip codes that the LEA serves to include them in informing the development of the LEA’s UPK Plan.

As a best practice, the CDE recommends LEAs convene a public engagement process to gather input and perspectives to inform the plan by March 1, 2022. This engagement process should include parents, early education communities (including CSPP and Head Start), expanded learning communities (including the ASES Program), and early learning and care (including center- and home-based child care) in order to gather information from impacted communities to inform the development of this plan.

### Full-Day, Extended Learning and Care

State law does not require LEAs to operate a TK program that offers full-day early learning to all children the year before kindergarten; however LEAs must articulate how they plan to offer full-day, early learning programming to all students, and how they are partnering or plan to partner with other programs, such as those listed in the statute, to ensure that every child has access to extended learning and care that, combined, equates to a full-day of programming that meets the community’s needs.

Additionally, starting in the 2022–23 school year, LEAs receiving ELO-P funding must offer nine hours of combined instructional time and expanded learning opportunities per instructional day to all unduplicated children enrolled in TK and at least 30 intersession days; however, LEAs are not required to exclusively use ELO-P funding to meet the requirement. LEAs can instead partner with Head Start, CSPP, ASES, or other community-based child care programs to fund and provide the additional extended learning and care hours needed to reach nine hours. (EC Section 46120). This would allow the LEA to use ELO-P funds to provide additional service hours or services for additional children.

### Creating Joint or Aligned Plans

LEAs are permitted to partner in creating a joint UPK Plan and may submit the same plan for multiple LEAs. Small and rural LEAs serving similar communities, especially those with low TK or kindergarten average daily attendance (ADA), are strongly encouraged to consider creating a joint UPK Plan which includes non-district learning programs serving four-year-old children. LEAs are also encouraged to consider partnering with other nearby LEAs to submit a joint UPK Plan or with their COE to create a single, countywide plan. These joint plans should be developed in conjunction with CSPP, Head Start, other preschool programs, and early learning and care providers.

## UPK Planning Template

### Self-Certification

In the data collection survey submitted to the CDE, LEAs must self-certify they developed a plan that was presented for consideration by the governing board or body at a public meeting on or before June 30, 2022, for how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanding learning offerings, ASSES, CSPP, Head Start programs, and other community-based early learning and care programs.

LEA Name	Contact Name and Title of the Individual Self-Certifying the Statement Above	Email	Phone
Bella Mente Montessori Academy	Erin Feeley, Executive Director	efeeley@bellamentecharter.org	760-621-8931

1. Please complete the following table:

2. Did the LEA develop a joint plan with multiple LEAs (for example, multiple small and rural LEAs serving similar communities or countywide plans developed with support of the COE for all LEAs in the county)? [select one]

a. Yes

b. No

3. If the LEA answered Yes to Question 2, what other LEAs are part of this joint plan? [open response]

### Projected Enrollment and Needs Assessment

#### Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. What do existing data sources indicate about parental needs and preferences related to early learning and care programs for three- and four-year-old children in the LEAs attendance area? (LEAs are encouraged to work with local early learning and care partners such as CSPP, Head Start programs, LPCs, R&Rs, and APPs, and utilize data sources such as LPC Needs Assessment data, Head Start Needs Assessments, and so on)

Parents in our area need no or low cost child care which is available for the full day length. Our program lends well to incorporating younger students in our Primary classroom. The Montessori method of learning is built around a 3 year cycle. Students in a traditional Montessori program at this age enter at three years of age and stay with their Primary classroom until age 5. While this is not a traditional setup for students in the traditional school system, our teachers trained in the Montessori method are already well equipped to meet the differing needs of students at these ages.

2. Using the projected TK enrollment for the LEA provided by the CDE, make modifications to the LEA's TK student estimates and make cumulative facilities and staffing estimates needed each year from school year 2022–23 to 2025–26.<sup>7</sup> Complete the following tables.<sup>8</sup>

#### Table: Projected Student Enrollment

<sup>7</sup> If the administration of kindergarten will be impacted by the implementation of UPK, (for example, through the use of combination classes), add additional rows to the table and develop estimates for the number of kindergarten students, classrooms, teachers, and teacher's assistants will be needed, in addition to those estimates that are required for reporting to CDE.

<sup>8</sup> See the implementation schedule above for changes in teacher/adult ratios over the implementation period.

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Type of Student	2019–20	Current (TK-eligible children turn five between September 2 and December 2, inclusive)	2022–23 (TK-eligible children turn five between September 2 and February 2, inclusive)	2023–24 (TK-eligible children turn five between September 2 and April 2, inclusive) <sup>4</sup>	2024–25 (TK-eligible children turn five between September 2 and June 2, inclusive)	2025–26 (TK-eligible children turn four by September 1)
TK Students	44	18	33	40	50	60
CSPP (if applicable)	n/a	n/a	n/a	n/a	n/a	n/a

Table: Facilities Estimates (Cumulative)

Type of Facility	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK Classrooms	5	3	4	5	5	6
CSPP Classrooms	n/a	n/a	n/a	n/a	n/a	n/a
Head Start or Other Early Learning and Care Classrooms	n/a	n/a	n/a	n/a	n/a	n/a

Table: Staffing Estimates (Cumulative)

Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK	5	3	4	5	5	6

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Type of Staff	2019–20	Current	2022–23	2023–24	2024–25	2025–26
TK Teacher's Assistants	3	2	4	5	5	6
CSPP (if applicable)	n/a	n/a	n/a	n/a	n/a	n/a
Other CSPP Classroom Staff (if applicable)	n/a	n/a	n/a	n/a	n/a	n/a
Early Education District-level staffing (if applicable)	n/a	n/a	n/a	n/a	n/a	n/a

- As part of the ELO-P requirements, EC Section 8281.5 requires LEAs to offer or partner in offering in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day, including through partnerships with the LEA's expanding learning offerings, ASES, CSPP, Head Start programs, and other community-based early learning and care programs.

Consider your estimated number of TK students. Estimate the number of TK students that will utilize extended learning and care services in addition to the TK instructional minutes. Then, working with local early learning and care and expanded learning partners, estimate the number of slots available for TK students in the following programs:

**Focus Area A: Vision and Coherence**

In order to provide equity of access for all students and their families, it is vital for the LEA, in partnership with early learning and care programs, to develop a coherent educational system that begins with UPK, includes access to TK and other options for all four-year-old children, and provides nine hours of programming per day through a combination of instructional time and extended learning and care opportunities for those families who choose this option.

In planning for UPK, consider how the LEA's administrative structure will support school leadership in building connections between them and expanded learning programs as well as early learning and care programs (CSPP, Head Start, other subsidized or privately administered preschool and child care programs) to provide UPK programming and before school and after-school, intersession, and summer learning and care.

**Recommended Planning Questions**

**The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.**

- What is the LEA's vision for UPK?

UPK is a perfect fit for the Montessori model of education which we offer at Bella Mente Montessori Academy. Currently, students are able to enter our Primark level program based on the current transitional kindergarten education code. With the amendment to this law, students are able to join the program at younger ages. This allows our program to fully prepare students in a multi year cycle Primary classroom. Students will be better prepared to enter grade 1 which is the beginning of our Lower Elementary 3-year cycle (1st, 2nd and 3rd grades).

In this mixed age environment, children are capable of choosing how they wish to learn, as well as finding older mentors. During this period, children are just beginning to understand how their body works, so much of the primary classroom coursework involves coordination and control.

There are four characteristics of the Montessori primary classroom that separate it from others:

- Children always have access to materials and will find the classroom accessible.
- Children are given responsibility for their own work, meaning that they need to display an awareness of others, keep the classroom clean and tidy, put things away when done, behave as role models for younger students, and more.

**Table: Projected Number of TK Students Utilizing Extended Learning and Care**

2019–20	Current	2022–23	2023–24	2024–25	2025–26
n/a	n/a	15	20	25	25

**Table: Projected Number of Slots Available for TK Students**

Slot Type	2019–20	Current	2022–23	2023–24	2024–25	2025–26
CSPP	n/a	n/a	n/a	n/a	n/a	n/a
Head Start	n/a	n/a	n/a	n/a	n/a	n/a
ASES Program/ELO-P	n/a	20	30	40	50	50

**Required Questions**

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

There are no required questions in this section.

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- Children have freedom within limits.
- The classroom is designed to be beautiful and harmonious. Maria Montessori believed that the environment should be pleasing to the eye, as to encourage concentration, calmness, and self-direction. The primary classroom isn't cluttered, but open and airy.

### What Does a Primary Classroom Look Like?

The primary classroom is designed to be enticing and stimulating. Montessori classrooms aren't meant to focus on the teacher, but on the students and the space itself. At times, the classroom is the teacher, and so it is set up much differently from a traditional preschool.

Our Montessori classrooms are painted with neutrals, but calming shades of blue, green, and beige. Maria Montessori had a fondness for natural materials, so you will rarely see plastic in the classroom. Wooden shelving, furniture, and chairs are preferred. Rather than single desks for one student, the Montessori classroom has tables which fit multiple students.

### What is a Montessori Primary Classroom Curriculum?

The Montessori primary classroom has a rich curriculum that supports the child's sensitive period and absorbent mind. Here is a look at what goes on in the primary classroom:

#### Language Curriculum

By the time students are between the ages 3-6, they have already absorbed a lot of language knowledge. Now, writing is taught in preparation of learning how to read. Spoken language is emphasized in the Montessori classroom, and the whole environment is crafted so children can see and hear vocabulary. They are also encouraged to communicate with the teachers and other students.

Sandpaper letters, books, flash cards, and other items are used to solidify their understanding of words. Then, logical steps are taken to get them to form sentences and reading fluently. Students in their final year of the program, kindergarten, use State adopted curriculum. Our school uses the Wonders ELA program by McGraw Hill and Lexia Core5.

#### Math Curriculum

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Materials are provided to the children that give them the ability to discover mathematics at their own pace. There are five groups of math-related activities in the primary classroom:

0-10 lessons that introduce students to counting to ten. The materials used include sandpaper numbers, spindle boxes, number rods, and memory games.

Decimals are taught using the golden bead materials, as well as decimal tray, building tray, and exchange tray.

Linear counting then develops the concept of larger numbers and skip counting. The teen board, ten board, 100 board, and chains are used to teach these concepts.

Addition, subtraction, multiplication, and division follow linear counting. Rods, strip boards, and golden bead materials are used.

Students in their final year of the program, kindergarten, use State adopted curriculum. Our school uses the Reveal Math program by McGraw Hill.

#### Science Curriculum

The science curriculum aims to tap into a child's natural inquisitiveness, getting them to answer their own questions about how the world works. The scientific method is utilized to teach students about procedure and critical thinking. Montessori also introduces students to nature as much as possible.

Lessons involve the following:

- Plants and animals
- Animal classifications
- Invertebrates and vertebrates
- Life cycles of plants and animals
- Plant and animal anatomy
- Magnetism
- Buoyancy

#### Practical Life Curriculum

One of the main focuses of the primary classroom is practical life skills, including grace and courtesy. Through certain activities, the child learns how to navigate daily life, while gaining useful skills. Exercises in practical life skills also give children self-confidence and self-reliance.

Here are some of the activities involved:

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- Rolling and unrolling rugs
- Using tongs to transfer items
- Using kitchen items, like a grater, strainer, and whisk
- Lacing and threading
- Brushing hair
- Putting on an apron
- Using the bathroom and washing one's hands
- Folding and unfolding clothing
- Cleaning up spaces – dusting, sweeping
- Arranging flowers

Grace and courtesy is also important. Teachers work closely with the students to model how to greet one another, make eye contact, be polite, and how to excuse oneself from conversation. Apologies and conflict resolution are also worked on when the opportunity arises.

### Sensorial Curriculum

Between the ages of 3-6, children are using their senses and developing them rapidly. The Montessori primary classroom materials are designed to help the children broaden their understanding of sound, touch, and hearing, as well as how to be more logical and perceptive.

Common sensorial materials include:

- Red rods
- Pink tower
- Brown stair
- Knobbed and knobless cylinders
- Touch boards and tablets
- Sound cylinders
- Tasting trays
- Smelling bottles

### Geography Curriculum

Children are ready to learn about the world around them. The primary classroom is equipped to do just that. With story books, models of the physical world, puzzle maps, and other hands-on activities, children can learn about the world and geography.

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Within the prepared environment, you will find objects and tools that teach the following:

- Globe
- Different land and water forms
- Capitals of countries and states
- Continents
- World map

### Art Curriculum

The primary art curriculum often builds off of practical skills. For 3-6 year olds, art is all about enhancing fine motor control and allowing for self expression. This also means introducing the child to various forms of art, such as painting and sculpture. Children hopefully can have an everlasting appreciation of art, especially as a means of non-verbal communication.

While there might seem like a lot happening in the Montessori primary classroom, much of these lessons are self-driven. Children are able to choose what they want to work on and when. Throughout the day, multiple skills can be employed and strengthened, giving children a more well-rounded education.

- In addition to TK, what service delivery models will be integrated to offer UPK programming, including the nine hours of total extended learning and care programming around the TK instructional time for families that opt in? In developing this component of the plan, LEAs should include partners such as CSPP, Head Start, and other early learning and care providers to ensure local services and funding are maximized and coordinated in response to parental needs and choice.

Bella Mente and YMCA will partner to provide an opportunity for students to improve their lives and their communities. YMCA will provide the tools to empower our students by improving their individuality, and inspiring action, which will aim to create meaningful change across the country.

- Describe the planned administrative structure that will support and monitor the UPK program and facilitate connections with the ELO-P as well as

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non-LEA-administered early learning and care programs that will support the extended learning components of UPK.

BMMA plans to partner with our ELO-P program provider to assist our students to excel in academic achievement and motivate our students to succeed. All program operations are overseen by the Executive Director. The Director of Support Services directly oversees and supervises the Site Coordinator. The Site Coordinator oversees all school-based Youth Leaders.

- a. The Director of Support Services: responsible for ensuring support for the Site Coordinator. Expanded Learning: responsible for Expanded Learning program oversight, staff supervision, partnerships with BMMA; responsible for program evaluation and quality improvement.
  - b. Site Coordinator of Expanded Learning: responsible for on-site program administration and oversight, including supervising staff such as Tutors and Enrichment Instructors.
  - c. Youth Leaders: Implement academic support and enrichment programming
  - d. Director of Compliance and Academic Accountability: Oversees the educational program offered in the UPK program
- Identify and assign each individual that will be responsible for key functions pertaining to implementing UPK (for example, academic or educational services, early childhood, facilities, human resources and labor, special education, English learner or multilingual programs, partnerships, including early learning and care and ELO-P, assessment and data collection, professional learning, workforce recruitment and preparation support, or others).

To ensure UPK is implemented BMMA has developed the following:

- Director of Compliance and Academic Accountability - Academic & Educational Services including data collection to ensure student success
- Facilities Manager - Functionality of all classrooms and campus security
- Human Resources - Workforce recruitment and the hiring of individuals qualified to hold positions in the UPK
- Principal - Ensuring the implementation of programs and professional learning
- Special Education Teacher - Assessment and data collection of individuals with disabilities.

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- Reading Specialist (EL's) - Developing language and reading skills
  - Instructional Assistant(s) - Providing assistance in learning and overall achievement in the UPK
- Identify how UPK leadership will be integrated in the decision-making process at the executive or cabinet level.
    - a. The Executive Director will delegate to the Director of Compliance and Academic Accountability (Direc of CAA), oversight over the UPK program. The Direc of CAA will ensure that all California requirements of the program are met and exceeded in the program offered by BMMA.
  - Describe how the LEA's proposed UPK model will be integrated with the district's LCAP.

The UPK model will be integrated with the LEA's LCAP through use of programs funded by the LCAP. Handwriting Without Tears, Learning A-Z and the Wonders curriculum will all be instrumental in the development of emerging learners.

- Describe how the LEA plans to ensure the inclusion of students with disabilities in UPK classrooms and who will be involved in the process.

All students are included in the general education classroom and are given full access to materials and curriculum. A reading specialist will be accessible to all teachers for additional support when needed. Our special education teachers are working with students in a push-in model to provide teaching methodologies for modified curriculum standards.

- Describe how the LEA plans to support sites in building connections between them and ELO-P, as well as early learning and care partners.

BMMA is a tK - 8 school located on one campus to include the elementary and middle schools. The current configuration provides the school site with access to ELO-P, parents, care partners and teachers to develop and implement interactions that are designed to encourage and foster academic development.

### **Required Questions**

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. Which of the following model(s) of service delivery does the LEA plan to implement for UPK for all four-year-old children, including classes fully inclusive of children with

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disabilities, to provide access to the least restrictive environment for learning?  
[select all that apply]

- a. TK offered at all sites
  - b. TK offered at some sites
  - c. TK stand-alone classes
  - d. TK and kindergarten combination classes
  - e. CSPP and TK combination classes (CSPP funding and ADA funding)
  - f. Locally-funded preschool and TK combination classes
  - g. CSPP stand-alone classes
  - h. Head Start stand-alone classes
  - i. Other [describe, open response]
2. Does the LEA plan to implement full-day TK, part-day TK, or both?<sup>9</sup> [select one]
- a. Full Day TK
  - b. Part Day TK
  - c. Both
3. Describe how the model(s) of service delivery selected in the preceding two questions will be implemented across the LEA's sites and why. [open response]
4. Does the LEA plan to begin operating a CSPP or expand its current CSPP contract? [select one]
- a. Yes - the LEA applied to expand its existing CSPP contract in 2022–23

<sup>9</sup> The minimum length of instructional time that must be offered to constitute a school day is 180 minutes (*EC* sections 46117 and 46201). By statute, the maximum school day in kindergarten is four hours ("part day") (*EC* Section 46111). However, *EC* Section 8973 allows schools that have adopted an early primary program (extended-day kindergarten or "full day") to exceed four hours. Furthermore, *EC* Section 48000 states that a TK shall not be construed as a new program or higher-level service. In general, the number of required instructional minutes for TK is 36,000 minutes per year.

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- b. Yes - the LEA applied for a new CSPP contract in 2022–23
  - c. Yes - the LEA will apply to expand its existing CSPP contract in future years (if funding is appropriated by the legislature)
  - d. Yes - the LEA plans to apply to administer a CSPP contract in future years (if funding is appropriated by the legislature)
  - e. No - the LEA has no plans to begin or expand a CSPP contract in future years
  - f. No - the LEA plans to relinquish or reduce CSPP services in future years
5. If the LEA answered yes in question four, what age of children does the LEA plan to serve through a CSPP contract? [select all that apply]
- a. Three-year-old children
  - b. Four-year-old children who will not be enrolled in TK in the current school year
  - c. Four-year-old children who will be enrolled in early admittance TK on their fifth birthday but who are not yet enrolled because their birthday does not fall in the range for which LEAs are fully funded to support TK. (Note: children whose birthdays fall outside of this range can be served in TK at LEA option from the beginning of the school year, but LEAs only generate ADA after the child's fifth birthday.)
  - d. Four-year-old children who are enrolled in TK, including early admittance TK (CSPP would provide extended learning and care in addition to the TK instructional day).
6. Please indicate if the LEA plans to serve students eligible for early admittance TK, for children whose fifth birthday occurs after the enrollment date for the year of implementation (see implementation timeline above)?
- a. 2022–23 (Birthdays February 3 or after) [select one]
    - i. Yes
    - ii. No
    - iii. Maybe



b. 2023–24 (Birthdays April 3 or after) [select one]

- i. Yes
- ii. No
- iii. Maybe

c. 2024–25 (Birthdays June 3 or after) [select one]

- i. Yes
- ii. No
- iii. Maybe

### Focus Area B: Community Engagement and Partnerships

To successfully implement UPK and create a P–3 continuum, LEAs will need to cultivate relationships and collaborate with both internal and external partners.

#### *Recommended Planning Questions*

**The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions below.**

1. How does the LEA's UPK Plan prioritize parental needs and choices? [

BMMA's UPK plan places our parent's needs as a top priority by partnering with the YMCA for before and after school care beginning at 6:00am. The early drop off affords parents the opportunity to start their day knowing their child or children are at school and safe. Parents are able to drop off anytime after 6:00am and may pick up their children between 3:00pm to 5:30pm. Children will be in the care of teachers and the administration of BMMA for all hours in between the care of YMCA.

2. How does the LEA plan to meaningfully engage extended learning and care partners in the development of the LEA's UPK Plan?

BMMA has partnered with the Joe and Mary Mottino Family YMCA to provide extended learning and care for all students participating in the ELO-P. BMMA utilizes best teaching practices in collaborating with the staff of the YMCA to ensure students are provided educational tools and or strategies to foster success in academic development.

3. What actions does the LEA plan to take to partner with local R&Rs; LPCs; and existing early education, child care, and expanded learning providers within the LEA's attendance boundary to support parents to access services across LEA-administered and non-LEA-administered programs for extended learning and care and other supports?

BMMA plans to partner with the San Diego County Office of Education in seeking community partners to collaborate on developing and maintaining a comprehensive child care plan that meets the needs of BMMA. The child care plan will track children's progress and utilize the data to determine student needs and or barriers to their development. BMMA will develop partnerships and establishing collaborations to develop the child care plan with:

- Child Care Providers
- Welfare and Human Services Agencies

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- Child and Family Service Councils
- Parent Organizations

4. How does the LEA plan to create or grow partnerships with early learning and care providers serving children with disabilities (including how the LEA plans to collaborate with their SELPA to enroll more children with disabilities in inclusive UPK opportunities)?

BMMA will partner with the El Dorado Charter SELPA for professional development for teachers, providers and staff training. BMMA will utilize the SELPA in case consultation for special education programs, facilitating IEP meetings and collaboration on special education issues. The SELPA will provide BMMA appropriate child find procedures and pre-referral practices.

5. Develop sample program schedules that describe how the requirements of the ELO-P will be met for UPK, including the use of ELO-P funds or other fund sources; how they will be combined with the instructional day to offer a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports); and how they will offer a minimum nine-hour summer or intersession day.

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To ensure we meet the minimum 9 hour requirement, we have created two schedules that our families can choose from.

Am Option			
Monday	YMCA	BMMA	YMCA
TK/Kinder	6 to 9:30	9:30 to 2:45	2:45 to 3
1st/2nd/3rd	6 to 9:15	9:15 to 3	N/A
4th/5th/6th	6 to 9	9 to 3:10	N/A
Tuesday - Friday	YMCA	BMMA	YMCA
TK/Kinder	6 to 8:30	8:30 to 2:45	2:45 to 3
1st/2nd/3rd	6 to 8:15	8:15 to 3	N/A
4th/5th/6th	6 to 8	8 to 3:10	N/A
Minimum Day Schedule	YMCA	BMMA	YMCA
TK/Kinder	6 to 8:30	8:30 to 11:45	11:45 to 3
1st/2nd/3rd	6 to 8:15	8:15 to 12	12 to 3
4th/5th/6th	6 to 8	8 to 12:10	12:10 to 3
PM Option			
Monday	YMCA	BMMA	YMCA
TK/Kinder	9 to 9:30	9:30 to 2:45	2:45 to 6
1st/2nd/3rd	9 to 9:15	9:15 to 3	3 to 6
4th/5th/6th	N/A	9 to 3:10	3 to 6
Tuesday - Friday	YMCA	BMMA	YMCA
TK/Kinder		8:30 to 2:45	2:45 to 5:30
1st/2nd/3rd		8:15 to 3	3 to 5:15
4th/5th/6th		8 to 3:10	3:10 to 5
Minimum Day Schedule	YMCA	BMMA	YMCA
TK/Kinder		8:30 to 11:45	11:45 to 5:30
1st/2nd/3rd		8:15 to 12	12 to 5
4th/5th/6th		8 to 12:10	12:10 to 3

**Required Questions**

CDE will be requiring this information be completed and submitted to the CDE after the plan is presented to the governing board.

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1. Identify which of the following opportunities the LEA implemented to obtain public input on the UPK Plan. [Select all that apply]
  - a. Parent Teacher Association Meetings
  - b. Family or parent surveys
  - c. English Learner Advisory Committee (ELAC)
  - d. District English Learner Advisory Committee (DELAC)
  - e. Special Education Local Plan Area (SELPA)
  - f. School Site Council
  - g. District Advisory Committee
  - h. LCAP educational partners input sessions
  - i. Tribal Community input session
  - j. Co-hosting events with community-based organizations (CBOs)
  - k. Hosting meet and greets with the early learning and care community
  - l. LPC Meetings
  - m. Local Quality Counts California (QCC) consortia meetings
  - n. First 5 County Commission meetings
  - o. Community Advisory Committee (CAC)
  - p. Head Start Policy Council meetings
  - q. Collaboration with parent engagement centers (for example, Parent Training and Information Center [PTIC], Community Parent Resource Center [CPRC], Family Empowerment Centers [FEC])
  - r. Other [describe, open response]
2. Select which programs the LEA plans to combine with the TK instructional day to offer a minimum of nine hours per day of programming (instructional day plus

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programming) for children whose families opt in for extended learning and care. [select all that apply]

- a. Expanded learning programs on an LEA site (ASES, 21st Century Community Learning Centers [21st CCLC], ELO-P)
- b. Expanded learning programs at a CBO site (ASES, 21st CCLC, ELO-P)
- c. CSPP (on an LEA site)
- d. CSPP (at a CBO site)
- e. LEA- or locally-funded preschool
- f. Head Start
- g. LEA preschool funded with Title I of the Every Student Succeeds Act funds
- h. Other CBO preschool
- i. State subsidized child care (not including CSPP)
- j. Other [describe, open response]

### Focus Area C: Workforce Recruitment and Professional Learning

Based on the projected enrollment and needs described in Focus Area A, LEAs should create a plan to recruit, train, and support the new TK, preschool, early learning and care, and expanded learning staff needed to support full-day early education options for all children the year before kindergarten.

(Note: All LEAs will need to plan for workforce development considerations as part of this planning work. There is a separate \$100 million allocation for the Prekindergarten Planning and Implementation Grant – Competitive, also known as the Early Education Teacher Development Grant, that will be competitively awarded and is not part of this planning template.)

EC Section 48000(g)(4) specifies that credentialed teachers who are first assigned to a TK classroom after July 1, 2015, have, by August 1, 2023, one of the following:

- a. At least 24 units in early childhood education, or childhood development, or both.
- b. As determined by the LEA employing the teacher, professional experience in a classroom setting with preschool age children that is comparable to the 24 units of education described in subparagraph (a).
- c. A Child Development Teacher Permit issued by the CTC.

EC Section 8295 specifies that teachers in CSPP shall either possess a permit issued by the CTC authorizing service in the care, development, and instruction of children in a child care and development program; or meet the following criteria:

- a. Possess a current credential issued by the CTC authorizing teaching service in elementary school or a single subject credential in home economics; and
- b. Possess twelve units in early childhood education or child development, or both, or two years' experience in early childhood education or a child care and development program.

### Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions below.

1. How does the LEA plan to recruit the educators needed to implement its UPK Plan (including CSPP teachers, assistant teachers, TK teachers, and TK teachers' instructional aides and assistants)?

BMMA is currently recruiting educators through Edjoin, online platforms of social media, community events open to the public, teaching conferences, job fairs and through relationships with our colleges and universities.

2. How does the LEA plan to partner with CSPP, Head Start, and other early learning and care providers to offer joint professional learning opportunities?

The LEA currently does not have CSPP or Head Start on its campus. The LEA is open to providing YMCA ELOP staff access to training provided to BMMA staff.

3. What is the LEA's planned strategy for providing professional learning for educators across the LEA's P–3 continuum? Plans might include the following:

BMMA is committed to professional development and holds staff meetings for professional development every Monday morning for one hour. Each meeting is designed to provide teachers, instructional assistants, and or administrators with new instructional methodologies.

- a. Who will receive this professional learning?
  - i. By role (lead teachers, assistant teachers, administrators, coaches, and so forth)
  - ii. By grade (TK staff, kindergarten through third grade staff, on-site preschool staff, off-site preschool staff, and so forth)
- b. What content will professional learning opportunities cover?
  - i. Effective adult-child interactions
  - ii. Children's literacy and language development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
  - iii. Children's developing math and science (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
  - iv. Children's social-emotional development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
  - v. Implicit bias and culturally- and linguistically-responsive practice

- vi. Adverse Childhood Experiences (ACEs) and trauma- and healing-informed practice
  - vii. Curriculum selection and implementation
  - viii. Creating developmentally-informed environments
  - ix. Administration and use of child assessments to inform instruction
  - x. Support for multilingual learners, including home language development and strategies for a bilingual classroom
  - xi. Serving children with disabilities in inclusive settings, including Universal Design for Learning
  - xii. Engaging culturally- and linguistically-diverse families
- c. How will professional learning be delivered?
- i. Coaching and mentoring
  - ii. Classroom observations and demonstration lessons with colleagues
  - iii. Workshops with external professional development providers
  - iv. Internally-delivered professional learning workshops and trainings
  - v. Operating an induction program
  - vi. Partnerships with local QCC professional learning in CSPP settings
  - vii. In mixed groupings (for example, TK and CSPP teachers)
4. How does the LEA plan to facilitate the development of a district early education leadership team (across grade levels and departments) and promote site-based horizontal and vertical articulation (P–3) teams to support student transitions, share strategies, and collaboratively monitor student progress?

BMMA is suited to facilitate the development of horizontal and vertical articulation by the implementation of a Montessori based curriculum which provides multi-grade classrooms designed to give students access to information and materials appropriate to their ability level and grade. Students are supported in transitioning by having access to different teachers and are able to collaborate with students at various levels of instruction.

### ***Required Questions***

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. Which of the following strategies does the LEA intend to use to support diverse and effective prospective TK teachers, including multilingual educators, to earn a Multiple Subject Teaching Credential? [select all that apply]
  - a. Partner with one or more local Institutions of higher education (IHEs) or the COE to help support teachers holding less than a full credential to complete requirements to earn a preliminary Multiple Subject Teaching Credential
  - b. Apply for a California Classified School Employee Teacher Credentialing Program grant (<https://www.ctc.ca.gov/educator-prep/grant-funded-programs/Classified-Sch-Empl-Teacher-Cred-Prog>) on your own, with your COE, as part of a new collaborative, or by joining an existing Classified grant program to recruit teachers
  - c. Apply for a California Teacher Residency Grant Program (<https://www.ctc.ca.gov/educator-prep/grant-funded-programs/teacher-residency-grant-program>) on your own, as part of a new collaborative, or by joining an existing Teacher Residency Grant Program to recruit and prepare individuals with a bachelor's degree who want to become teachers in your LEA
  - d. Join an existing intern preparation program to recruit and prepare teachers for your LEA
  - e. Join an existing apprenticeship cohort program to recruit and prepare teachers for your LEA
  - f. Establish a relationship with other local LEAs to establish pathways for high school students interested in a career in CSPP or in P–3 teaching through clubs, registered apprenticeships, or other such early recruitment opportunities
  - g. Partner with the California Center on Careers to contact registrants who might be interested in becoming teachers for your LEA
  - h. Provide information on scholarship and grant opportunities to CSPP and other staff interested in providing extended learning and care services

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- i. Apply for workforce development funding and competitive grant opportunities from the CDE
  - j. Provide a stipend for tuition and fees for coursework leading to a Multiple Subject Teaching Credential
  - k. Provide advising on credential requirements and options for how to meet these requirements
  - l. Collaborate with IHEs to offer unit-bearing coursework at a local LEA site during times that work for teachers and other interested staff members [list IHEs, open response]
  - m. Partner with a local IHE to provide other services to candidates seeking to earn a Multiple Subject Teaching Credential
  - n. Partner with a COE to provide other services to candidates seeking to earn a multiple subject credential
  - o. Other [describe, open response]
  - p. None of the above, the LEA currently has enough Multiple Subject Teaching Credential holders to meet the need for TK educators
2. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective TK teachers, including multilingual educators, to meet the requirements under *EC* Section 48000(g)(4)? [select all that apply]
- a. Partner with a local IHE offering eligible early childhood education or childhood development coursework
  - b. Partner with an IHE or COE to operate cohort models for LEA teachers earning 24 units
  - c. Provide information on scholarship and grant opportunities
  - d. Apply for workforce development funding and grant opportunities
  - e. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
  - f. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit

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- g. Provide advising on requirements and how to meet the requirements
  - h. Offer unit-bearing IHE coursework at a local LEA site during times that work for teachers
  - i. Develop or work with an established mentorship program to support new TK teachers
  - j. Other [describe, open response]
  - k. None of the above; the LEA currently has enough Multiple Subject Teaching Credential holders who have at least 24 units in early childhood education, or childhood development, or both; professional experience in a classroom setting with preschool-age children that is comparable to the 24 units of education described in subparagraph (a); or a Child Development Teacher Permit issued by the CTC
3. Which of the following strategies does the LEA intend to employ to support diverse and effective prospective **CSPP** teachers, including multilingual educators, to obtain a Child Development Teacher Permit [select all that apply]
- a. Partner with a local IHE offering eligible early childhood education or childhood development coursework
  - b. Partner with an IHE or COE to operate cohort models for educators working towards a Child Development Teacher Permit
  - c. Provide information on scholarship and grant opportunities
  - d. Apply for workforce development funding and grant opportunities
  - e. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining credit-based coursework or a degree
  - f. Provide a stipend for tuition, fees, and other programmatic costs associated with obtaining a Child Development Teacher Permit
  - g. Provide advising on requirements and planning for how to meet the Child Development Teacher Permit requirements
  - h. Offer unit-bearing coursework at a local district site during times that work for teachers

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- i. Other [describe, open response]
  - j. None of the above, the LEA is not planning to support prospective CSPP educators in obtaining a Child Development Teacher Permit
4. On which child observational assessments does the LEA intend to offer professional learning to TK, CSPP, and other early education teachers during the 2022–23 school year? [select all that apply]
- a. Ages & Stages Questionnaire (ASQ)
  - b. BRIGANCE Early Childhood Screen
  - c. Desired Results Developmental Profile (DRDP)
  - d. Developmental Reading Assessment (DRA)
  - e. LEA-based, grade level benchmarks and a report card
  - f. Teaching Strategies GOLD (TS GOLD)
  - g. Work Sampling System (WSS)
  - h. Other [describe, open response]
  - i. The LEA does not plan to offer professional learning on child observational assessments
5. On what topics does the LEA intend to offer professional learning regarding early childhood education to site leaders and principals? [select all that apply]
- a. Effective adult-child interactions
  - b. Children's literacy and language development (aligned with the Preschool Learning Foundations and Frameworks)
  - c. Children's developing math and science (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
  - d. Children's social-emotional development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)

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- e. Implicit bias and culturally- and linguistically-responsive practice
- f. ACEs and trauma- and healing-informed practice
- g. Curriculum selection and implementation
- h. Creating developmentally-informed environments
- i. Administration and use of child assessments to inform instruction
- j. Support for multilingual learners, including home language development and strategies for a bilingual classroom
- k. Serving children with disabilities in inclusive settings, including Universal Design for Learning
- l. Engaging culturally- and linguistically-diverse families
- m. Other [describe, open response]
- n. Site leaders and principals will not be offered professional learning on early childhood education

#### Focus Area D: Curriculum, Instruction, and Assessment

It is critical for each LEA and preschool program partner to plan for how they will develop or select curriculum or curricula that are developmentally-informed and aligned with the strengths of all students, including multilingual students and students with disabilities, as well as how they will ensure curricula are implemented with fidelity to support intentional, quality instruction for all students. LEAs and preschool program partners should consider how they will provide coherent, culturally- and linguistically-responsive UPK curriculum or curricula anchored in the *California Preschool Learning Foundations* (<https://www.cde.ca.gov/sp/cd/re/psfoundations.asp>) and the *California Preschool Curriculum Frameworks* (<https://www.cde.ca.gov/sp/cd/re/psframework.asp>) to support the development of skills across the domains outlined in those documents.

#### Recommended Planning Questions

The CDE recommends LEAs prioritize these questions as part of their UPK Plan in addition to required questions.

1. Describe how the LEA will develop or select a curriculum for UPK classrooms that aligns with the *California Preschool Learning Foundations* and *California Preschool Curriculum Frameworks*.

BMMA has developed and is currently implementing a STEM curriculum that is aligned to the California Preschool Learning Foundations, California Preschool Curriculum Frameworks and functions within the Montessori methodologies.

2. Describe the intended timeline for curriculum implementation, including steps for piloting and gathering input from UPK teachers, and a process for ensuring curriculum fidelity.

BMMA UPK programs will implement the district adopted Wonders curriculum. UPK teachers piloted and provided input in the selection of the curriculum. In addition, UPK teachers supported the creation of the STEM curriculum and were part of the revision process and provided feedback to administration for future professional development meetings.

3. What actions does the LEA plan to take to support effective classroom organization practices and behavior management strategies to ensure a positive learning environment for a diverse population of UPK students?

BMMA effectively promotes best practices of the Montessori philosophy and methodologies to ensure our students are learning and progressing through grade

level materials while utilizing behavior management practices that are supportive and not punitive in nature for a diverse student population.

4. Describe how classroom practices for UPK (TK and other preschool programs the LEA operates or has on site) will be integrated and aligned.

BMMA follows the Montessori philosophy in having student-led activities that are integrated with the California standards for preschool/kindergarten programs.

5. What instructional practices does the LEA plan to implement to support children with disabilities in UPK (for example, implementing Universal Design for Learning, providing specialized services in the classroom with peer models, implementing social-emotional strategies such as the Pyramid Model)?

BMMA utilizes UDL in implementing the lessons as well as providing specialized academic instruction when necessary for students with disabilities. Students receive services in a push-in model with teacher support and peer modeling in multi-grade level classrooms.

6. What instructional practices does the LEA plan to implement to support the language and overall development of multilingual learners?

BMMA supports multilingual learners through reading programs provided by a reading specialist working with children using multilingual language speaking programs, Rosetta Stone language program and utilizing teachers who speak Spanish in the classroom.

7. How does the LEA plan to assess dual language learners (DLLs) in areas other than English language acquisition?

BMMA is in process of recruiting teachers and instructional assistants who are multilingual in order to promote better understanding for our dual language learners.

#### Required Questions

CDE will be requiring this information be completed after the plan is presented to the governing board.

1. Does the LEA plan to provide any of the following language model(s) for TK students? [select all that apply]



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- a. Dual language program with a language allotment<sup>10</sup> of 50/50 [open response for language offered]
  - b. Dual language program with a language allotment of 90/10 [open response for language offered]
  - c. Dual language program with a language allotment of 80/20 [open response for language offered]
  - d. Dual language program with a language allotment of 70/30 [open response for language offered]
  - e. English-only instruction with home-language support
  - f. None
  - g. Other [describe, open response]
2. If the LEA administers CSPP, does it plan to provide any of the following language model(s) for CSPP students? [select all that apply]
- a. Dual language program with a language allotment<sup>11</sup> of 50/50 [open response for language offered]
  - b. Dual language program with a language allotment of 90/10 [open response for language offered]
  - c. Dual language program with a language allotment of 80/20 [open response for language offered]
  - d. Dual language program with a language allotment of 70/30 [open response for language offered]
  - e. English-only instruction with home-language support
  - f. None
  - g. Other [describe, open response]

<sup>10</sup> The percentage of instructional time spent on the target language and English (e.g., in a 50/50 Spanish/English program, 50% of instructional time is spent on each language).

<sup>11</sup> The percentage of instructional time spent on the target language and English (e.g., in a 50/50 Spanish/English program, 50% of instructional time is spent on each language).

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3. Identify methods the LEA plans to use to support the development of social-emotional learning and executive function skills through specific instruction in these areas and by embedding and reinforcing this instruction in all curriculum areas. [select all that apply]
  - a. Provide training for staff on the Center on the Social Emotional Foundations for Early Learning (CSEFEL) Pyramid Model
  - b. Implement the CSEFEL Pyramid Model in the classroom
  - c. Designing developmentally-appropriate learning environments to allow for individual and group activities that promote social-emotional learning and executive function skills (for example, use students' pictures or words in daily routines, feelings charts)
  - d. Promote learning through play as a context for social and emotional development, including social play with teachers and peers in small or large group settings
  - e. Use developmental observations to identify children's emerging skills and support their development through daily interactions
  - f. Development of lesson plans or use of a curriculum that includes specific and targeted social-emotional learning and executive function activities throughout the day of instruction
  - g. Staff development opportunities encouraging reflective practice and cross-level support for instruction specific to social-emotional learning and executive function skills
  - h. Offer open-ended, self-directed learning opportunities that foster individual interests and curiosity and new learning
4. What instructional practices does the LEA plan to implement to support children with disabilities in UPK programming? [select all that apply]
  - a. Implement Universal Design for Learning
  - b. Provide adaptations to instructional materials
  - c. Provide specialized services (for example, occupational therapy, physiotherapy, speech and language pathology therapy) in the classroom with peer models

- d. Implement social-emotional strategies, such as the Pyramid Model, CSEFEL, and others
  - e. Provide additional staff to support participation in instruction
  - f. Other [open response]
5. What assessments does the LEA plan to use in TK or kindergarten? [select all that apply]
- a. ASQ
  - b. BRIGANCE Early Childhood Screen
  - c. DRDP
  - d. DRA
  - e. LEA-based grade level benchmarks and a report card
  - f. TS GOLD
  - g. WSS
  - h. Other [describe, open response]
  - i. The LEA does not plan to use a common TK assessment
  - j. Unsure

### Focus Area E: LEA Facilities, Services, and Operations

It is critical to ensure that LEA facilities, services, and operations are thoughtfully aligned to support the implementation of UPK and movement towards a P–3 continuum. It is also critical for early education programs currently operating to continue to be a part of California’s mixed-delivery system by creating shared space, blending funding and coordinating service delivery.

#### For Facilities:

For facilities planning, draw on the Projected Enrollment and Needs Assessment section of this document and the LEA’s Facilities Master Plan. The objectives of this section are to identify the availability of space for UPK, the adequacy of available space to meet the kindergarten facilities standards for meeting the needs of young children, and, if needed, to update the Facilities Master Plan to address any unmet need for developmentally-appropriate space.

#### Recommended Planning Questions

**The CDE recommends districts prioritize these questions as part of their UPK Plan in addition to required questions.**

1. What strategies does the LEA plan to employ to integrate younger children and older children on the same campus and ensure safety and appropriate commingling?  
  
BMMA follows the Montessori philosophy of integrating younger students and older students in a classroom for collaboration between students as teachers guide their learning with appropriate lessons and or activities in a safe and secure environment.
2. Describe how the LEA plans to address transportation issues resulting from UPK implementation.  
  
BMMA utilizes the ELO-P to allow for a 6:00am early morning drop-off for parents who need to have their students in school early. Parents will be able to pick-up students as late as 5:30pm.
3. What strategies does the LEA intend to implement to ensure TK students have access to meals and adequate time to eat (for example, adding additional meal services and time in the cafeteria, offering breakfast after the bell [students pick up a breakfast and bring it to the classroom])? (Note: The LEA must continue to comply

with all health and safety, state, and federal Child Nutrition Program regulations while implementing meal service)

Bella Mente will use it's existing plan which provides TK students access and adequate time to eat. The plan consist of an instructional assistant assisting students to pick up their meals. Students are provided with lunch bags which prevents them from dropping their meals. They also have extended lunch time.

### ***Required Questions***

**CDE will be requiring this information be completed after the plan is presented to the governing board.**

1. To support an overall increase in UPK access, what efforts does the LEA plan to make to prevent the displacement of any early education programs on LEA campuses, including both LEA-administered and non-LEA-administered programs? [open response]
2. Does the LEA have adequate classroom space to meet the Projected Enrollment of TK students listed in the Projected Enrollment and Needs Assessment section of this document, for the respective implementation year? [multiple choice]
  - a. Yes
  - b. No
    - i. If no, how many more classrooms does the LEA need? [identify number, open response]
    - ii. If no, how might the LEA provide classrooms in the timeframe needed? [describe, open response]
3. Does the space meet the kindergarten standards described in *California Code of Regulations*, Title 5, Section 14030(h)(2)? [multiple choice]
  - a. Yes
  - b. No
    - i. If no, what modifications need to be made? What resources are needed to make them? (See Facilities Grant Program Funding at <https://www.dgs.ca.gov/OPSC/Services/Page-Content/Office-of-Publi>

[c-School-Construction-Services-List-Folder/Access-Full-Day-Kindergarten-Facilities-Grant-Program-Funding](#)) [describe, open response]

4. Does the space contain necessary adaptive equipment, assistive technology, or other accommodations to ensure children with disabilities have access to education in the least restrictive environment? [multiple choice]
  - a. Yes
  - b. No
    - i. If no, what modifications need to be made? What resources are needed to provide equipment or accommodations? [describe, open response]
5. Does the LEA's Facilities Master Plan adequately address the need for UPK programming? [multiple choice]
  - a. Yes
  - b. No
    - i. If no, what process will the LEA use to update the Facilities Master Plan to accommodate future TK and early education programming? [describe, open response]
6. In which of the following areas does the LEA intend to make updates to facilities? [select all that apply]
  - a. Turfed area
  - b. Paved area
  - c. Apparatus area
  - d. Land required for buildings and grounds
  - e. Total square feet required
  - f. None of the above
7. What transportation will the LEA offer to children enrolled in TK? [select all that apply]

- a. Transportation to and from the TK program
  - b. Transportation from the TK program to an extended learning and care opportunity on another LEA site
  - c. Transportation from the TK program to an extended learning and care opportunity on a non-LEA site (for example, a CBO that operates a preschool program)
  - d. No transportation will be provided
8. Will the LEA offer transportation to transport TK children to extended learning and care opportunities that are at other sites than the one the child is enrolled at for TK?

### Technical Assistance Questions

The CDE is collecting information on the type(s) and topics of technical assistance that LEAs need to support implementation of a robust UPK Plan and effective UPK program. This information will be used to leverage existing resources and inform future technical assistance opportunities provided by CDE partners, including COEs, to help ensure that the needs of LEAs are met.

The following questions are optional. However, unlike the recommended questions included in Focus Areas A through E, the CDE will be collecting any information that LEAs wish to provide in response to these questions via the survey that the CDE administers to collect the required data questions above.

1. What technical assistance would be most helpful related to projecting enrollment and assessing needs? [select all that apply]
  - a. Support for parent surveys to gauge interest in service delivery models
  - b. Data analysis capacity building to support staff to refine enrollment projections based on community context
  - c. Information on program eligibility requirements to project enrollment across programs
2. What technical assistance would be most helpful related to the elements included in Focus Area A: Vision and Coherence? [select all that apply]
  - a. Adjusting classroom practices to support the district's UPK model (for example, mixed-age classrooms)
  - b. Creating inclusive classrooms, including implementing Universal Design for Learning
  - c. Templates or framework for drafting a P–3 vision that partners and parents support
  - d. Models for administrative structures that support effective UPK programs and facilitate connections with the ELO-P and non-LEA-administered early learning and care programs
  - e. Support for developing and applying to administer a CSPP contract

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- f. Technical assistance on how to integrate UPK and P–3 in the district LCAP
  - g. Guidance on best practices for smooth transitions through the P–3 continuum
  - h. Considerations for TK early admittance
3. What technical assistance would be most helpful related to the elements included in Focus Area B: Community Engagement and Partnerships? [select all that apply]
- a. Support for parent surveys and engagement activities to understand parent needs and support authentic choice
  - b. Support for community engagement activities including best practices for coordination with LPCs, Local QCC Consortia, First 5 County Commissions, Head Start Policy Councils and other early learning and care leadership tables
  - c. Guidance on best practices for enrolling more children with disabilities in UPK classrooms and providing services in inclusive settings
  - d. Strategies for meeting the ELO-P requirements through different models of extended learning and care, including models of blending and layering funding to support the nine-hour day and ensuring developmentally-informed environments for young children
  - e. Increasing UPK enrollment and parent awareness of programs
4. What technical assistance would be most helpful related to the elements included in Focus Area C: Workforce Recruitment and Professional Learning? [select all that apply]
- a. Additional guidance on UPK workforce requirements (TK, CSPP, and other early learning and care providers)
  - b. Creating joint professional learning opportunities for preschool and elementary school teachers within LEAs or across LEA- and CBO-administered programs
  - c. Strategies to support the teacher pipeline, including, but not limited to, recruiting multilingual educators, cohort models, apprenticeships, or residency programs

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- d. Identifying the content, type, and frequency of professional learning opportunities given the needs of the community and the LEA's P–3 vision
  - e. Creating professional learning opportunities to provide site leaders with more early childhood knowledge
  - f. Building partnerships with IHEs or COEs to support professional learning opportunities and degree attainment
  - g. Support for communications to recruit prospective educators and share grant and scholarship opportunities to support degree attainment
5. What technical assistance would be most helpful related to support for professional learning opportunities on specific topics? [select all that apply]
- a. Effective adult-child interactions
  - b. Children's literacy and language development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
  - c. Children's math and science development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
  - d. Children's social-emotional development (aligned with the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks*)
  - e. Implicit bias and culturally- and linguistically-responsive practice
  - f. Trauma- and healing-informed practice
  - g. Curriculum selection and implementation
  - h. Creating developmentally-informed environments
  - i. Administration and use of child assessments to inform instruction
  - j. Support for multilingual learners, including home language development and strategies for a bilingual classroom

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- k. Serving children with disabilities in inclusive settings, including Universal Design for Learning
  - l. Engaging culturally- and linguistically-diverse families
- 6. What technical assistance would be most helpful related to support for specific professional learning delivery mechanisms? [select all that apply]
  - a. Coaching and mentoring
  - b. Classroom observations and demonstration lessons with colleagues
  - c. Workshops with external professional development providers
  - d. Internally-delivered professional learning workshops and trainings
  - e. Operating an induction program
- 7. What technical assistance would be most helpful related to the elements included in Focus Area D: Curriculum, Instruction, and Assessment [select all that apply]
  - a. Guidance on how to adopt the *California Preschool Learning Foundations* and the *California Preschool Curriculum Frameworks* into a specific UPK setting (for example, mixed-age classrooms)
  - b. Guidance on the selection, development, or integration of developmentally-informed curricula and aligning curricula across the early grades
  - c. Guidance and best practices on how to monitor and support curriculum fidelity in UPK settings
  - d. Guidance on how to support effective classroom organization practices and behavior management strategies to ensure a positive learning environment for a diverse population of UPK students
  - e. Guidance on instructional practices to support children with disabilities in UPK (for example, implementing Universal Design for Learning, providing specialized services in the classroom with peer models, and implementing social-emotional strategies such as the Pyramid Model) and partnerships with early learning and care providers to support services for children with disabilities

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- f. Specific instructional strategies to support specific skills including, but not limited to, children's social-emotional development and home language development
  - g. Guidance on appropriate assessment selection and utilization
  - h. Guidance on creating dual language immersion or bilingual programs
- 8. What technical assistance would be most helpful related to implementing hands-on, interactive, and developmentally-informed early education experiences for UPK students? [select all that apply]
  - a. Using manipulatives to develop fine motor skills
  - b. Incorporating a balanced approach to teaching and learning that includes both child-initiated and teacher-guided activities
  - c. Facilitating the development of critical thinking skills through the inquiry process (for example, the scientific method) to enhance children's learning experiences
  - d. Using differentiated groups that include individual, small, and large group experiences
  - e. Considering the structure of the daily routine to enhance individual and group learning experiences
  - f. Encouraging purposeful play, choice, social interactions, and collaboration
  - g. Creating time and space for children to develop gross motor skills inside the classroom and in the outdoor environment
  - h. Using child development knowledge to guide instructional approaches
  - i. Providing language- and literacy-rich environments
  - j. Intentional planning of developmentally-informed practices and curriculum to meet the individual needs of children in combination classrooms
  - k. Facilitating development and exploration through art
  - l. Incorporating inclusive practices
  - m. Supporting students' home language and English language development

- n. Incorporating materials and manipulatives that are culturally representative of the children served to support dramatic play that inspires engagement, communication, and understanding of diversity
  - o. Universal Design for Learning
  - p. Integrated English language development
9. What technical assistance would be most helpful related to the elements included in Focus Area E: LEA Facilities, Services, and Operations? [select all that apply]
- a. Guidance on how to modify an elementary school classroom to serve young children
  - b. Strategies to address transportation issues related to UPK access and enrollment
  - c. Guidance to support strategies that ensure TK students have access to meals and adequate time to eat
  - d. Making modifications to district data systems to support access to UPK assessment data and other relevant information across community and elementary school settings
  - e. Best practices for preventing displacement of early learning education programs operated by non-LEA administrators on LEA campuses and transitioning programs to serve younger children

## Appendix I - Definitions

The following definitions are critical for UPK planning efforts. Additional terms and definitions can be found in the Guidance Document:

- **Preschool through Third Grade (P–3):** P–3 is a continuum of learning from preschool through third grade that can be supported by intentional practices at the classroom, school, and leadership levels that align curricula, assessment, and professional learning opportunities to ensure instruction builds on the knowledge and skills that children acquire as they transition across grades and settings.
- **Universal prekindergarten (UPK):** UPK refers to universal TK as well as the expanded CSPP, Head Start, and early childhood special education services that families can choose from to create rich early learning opportunities for all three- and four-year-old children during the year or two years before kindergarten. In high-needs neighborhoods, the CDE strongly encourages LEAs to consider pairing TK programs with access to Head Start and CSPP for age- and income-eligible three- and four-year-old children to further bolster program quality, either through the LEA's own Head Start or CSPP program or via a contract partnership with a CBO that administers a Head Start or CSPP.
- **Transitional kindergarten (TK):** TK means the first year of a two-year kindergarten program, serving four-year-old children regardless of income that uses a modified kindergarten curriculum that is age- and developmentally-appropriate (EC Section 48000 [d]).
- **Universal transitional kindergarten (UTK):** UTK refers to the expansion of TK by 2025–26 to serve all four-year-old children by September 1 of each year, regardless of income, providing a year of rich learning opportunities the year before kindergarten that families can choose from as part of California's public education system.
- **California State Preschool Program (CSPP):** CSPP is the largest state-funded preschool program in the nation. CSPP includes both part-day and full-day services to eligible three- and four-year-old children. CSPP provides a core class curriculum that is developmentally, culturally, and linguistically appropriate for the children served. The program also provides meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees. The program is administered through LEAs, colleges, community-action agencies, local government entities, and private, nonprofit agencies.
- **Expanded learning:** This includes before school, after-school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging

learning experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results-driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year.

- **Expanded Learning Opportunities Program (ELO-P):** ELO-P provides funding for after-school and summer school enrichment programs for TK through sixth grade. The ELO-P is defined as services provided in addition to the normal school day and school year operations, to provide full-day and full-year expanded learning programs to meet the needs of working families whose children are enrolled in TK through sixth grade and also provide expanded learning enrichment programming for students. A full day is defined as in-person before school or after-school expanded learning opportunities that, when added to daily instructional minutes, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day.
- **Early learning and care:** This refers to the continuum of programs serving children from birth to preschool or school entry, as well as extended care to support school-age children with before school and after-school care as well as vacation schedules. This includes general child care, Early Head Start and Head Start, community-based early learning and care programs, family child care providers, and family, friend, and neighbor care.
- **Extended learning and care:** This refers to the continuum of programs and services (early learning and care options and expanded learning options) available in addition to the normal school day and school year operations, to provide full-day and full-year care to meet the needs of working families whose children are enrolled in TK or kindergarten. A full day is defined as in-person before school or after-school programming or care that, when added to daily instructional minutes, provide no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day. A full year includes a minimum of 30 days of programming in the summer and intersession for no fewer than nine hours of in-person expanded learning opportunities per day. Funding to support extended learning and care for children enrolled in TK includes the ELO-P and the CSPP, as specified in guidance provided by the CDE's Early Education Division. Additional subsidized care opportunities may be available to families who qualify, such as child care vouchers and the General Child Care School Age program.

## Appendix II - Additional Deeper Planning Questions

This section includes optional planning questions for LEAs that are ready to develop more advanced UPK and P–3 plans.

These additional questions are designed to support the LEA's development of a more comprehensive local UPK Plan. LEAs can also use these questions as a tool for integrating UPK into existing LEA plans such as the LCAP. LEA's should assess their readiness to include any of these deeper planning questions in their initial planning process and reassess their readiness throughout the implementation of their UPK Plan.

### Focus Area A: Vision and Coherence

1. If an LEA has a California State Preschool Plan (as part of the LEA's application for its CSPP contract) what updates would the LEA like to make to the LEA's program narrative to reflect implementation of TK? [open response]
2. Does the LEA plan to establish, maintain, and facilitate ongoing LEA leadership teams to focus on effective P–3 articulation and coordination throughout the LEA? [open response]
3. How will the LEA support sites in providing well-coordinated transitions for all P–3 students as they move through grade levels? [open response]
4. How does the LEA plan to communicate the importance of the P–3 continuum across a broad spectrum of audiences (including audiences internal and external to the district)? [open response]
5. Identify the processes and tools the LEA will use to strengthen understanding of early childhood development and facilitate communication between preschool and elementary school (including TK) teachers, principals, and administrators to support P–3 alignment? [open response]

### Focus Area C: Workforce Recruitment and Professional Learning

1. What strategies does the LEA plan to employ to recruit multilingual educators to teach in dual language programs? [open response]
2. How does the LEA plan to assess the implementation of its professional learning structures to ensure efficacy? [open response]



**Focus Area D: Curriculum, Instruction, and Assessment**

8. Describe how the LEA plans to establish and maintain a coherent, culturally- and linguistically-responsive P–3 continuum to provide a strong integrated curriculum anchored in the California Preschool Learning Foundations and the *California Preschool Curriculum Frameworks*, California Common Core State Standards, and the Curriculum Frameworks. [open response]
9. What actions does the LEA plan to take to establish or expand multilingual programs across the P–3 continuum based on student population and family needs? (If the LEA has no plans to establish or expand multilingual programs across the P–3 continuum, identify how the LEA will evaluate these opportunities moving forward.) [open response]
10. What planning and actions are needed to accommodate a positive meal service, and how will the LEA adapt their universal meal program for TK students?
  - a. Bella Mente sends out surveys to families throughout the school year to ensure the meal service is meeting our families needs.

**Focus Area E: LEA Facilities, Services, and Operations**

4. Describe what changes the LEA intends to make to the LEA's Facilities Master Plan to ensure it is consistent with P–3 goals of creating seamless transitions for children and families. [open response]
5. Identify how the LEA plans to ensure TK students are included in all provisions of Multi-Tiered Systems of Supports (MTSS) and, when necessary, special education instruction, with an emphasis on early intervention and inclusion practices to address supports and least restrictive environments. [open response]
6. Identify any modifications the LEA intends to make to the Student Information System (SIS) and the assessment data system to ensure teachers and administrators have access to data from preschool through third grade. [open response]

# LCFF Budget Overview for Parents

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

CDS Code: 30 68452 0128223

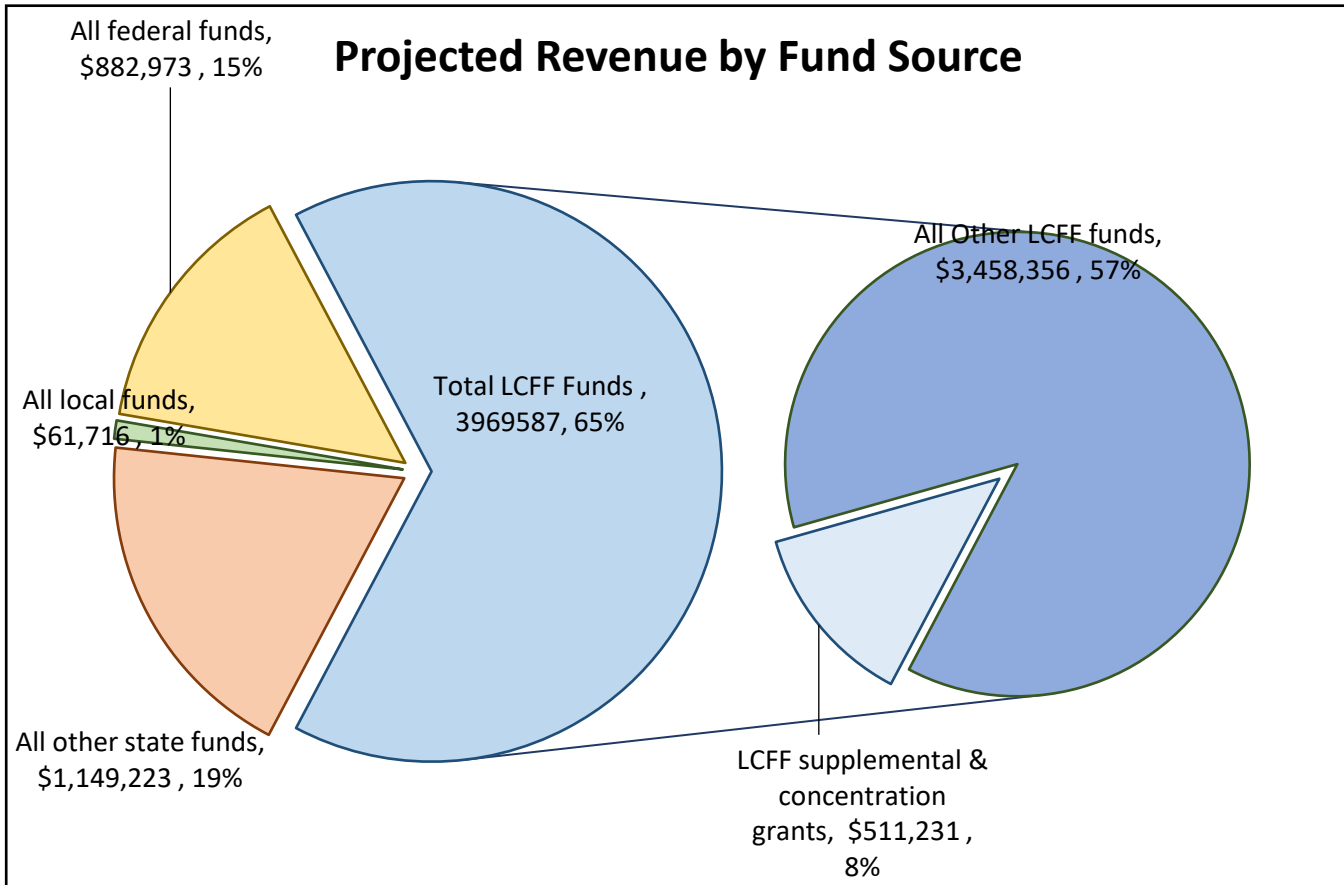
School Year: 2022 – 23

LEA contact information: [info@bellamentecharter.org](mailto:info@bellamentecharter.org)

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

## Budget Overview for the 2022 – 23 School Year

### Projected Revenue by Fund Source

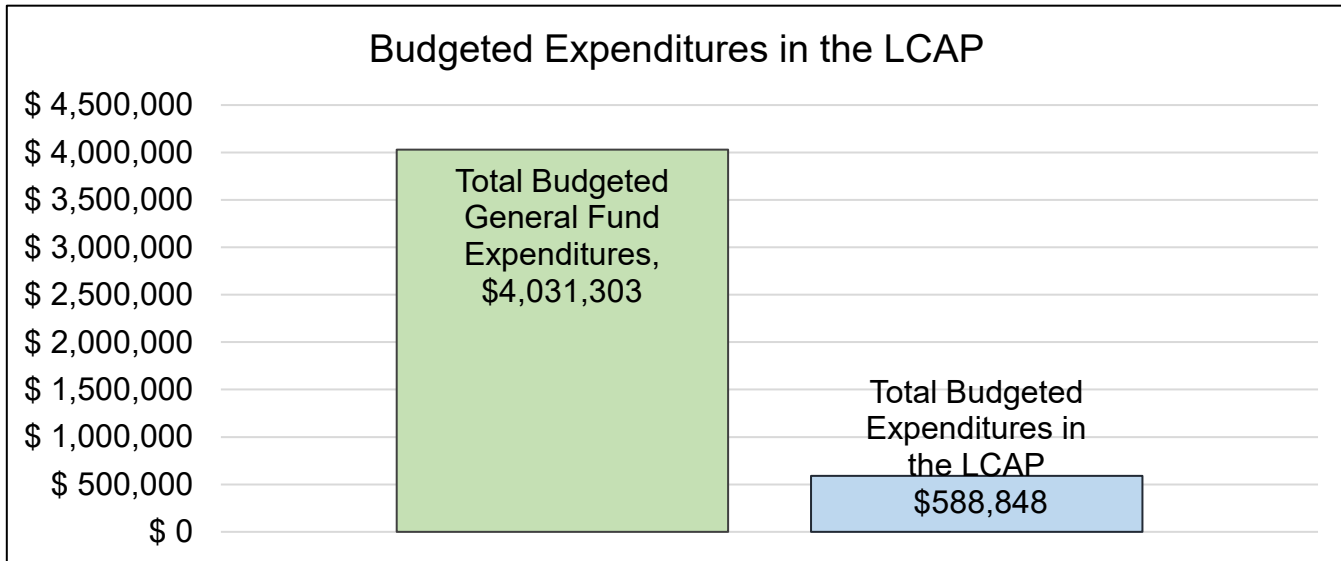


This chart shows the total general purpose revenue Bella Mente Montessori Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Bella Mente Montessori Academy is \$6,063,499.00, of which \$3,969,587.00 is Local Control Funding Formula (LCFF), \$1,149,223.00 is other state funds, \$61,716.00 is local funds, and \$882,973.00 is federal funds. Of the \$3,969,587.00 in LCFF Funds, \$511,231.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

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



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

The text description of the above chart is as follows: Bella Mente Montessori Academy plans to spend \$4,031,303.00 for the 2022 – 23 school year. Of that amount, \$588,847.87 is tied to actions/services in the LCAP and \$3,442,455.13 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

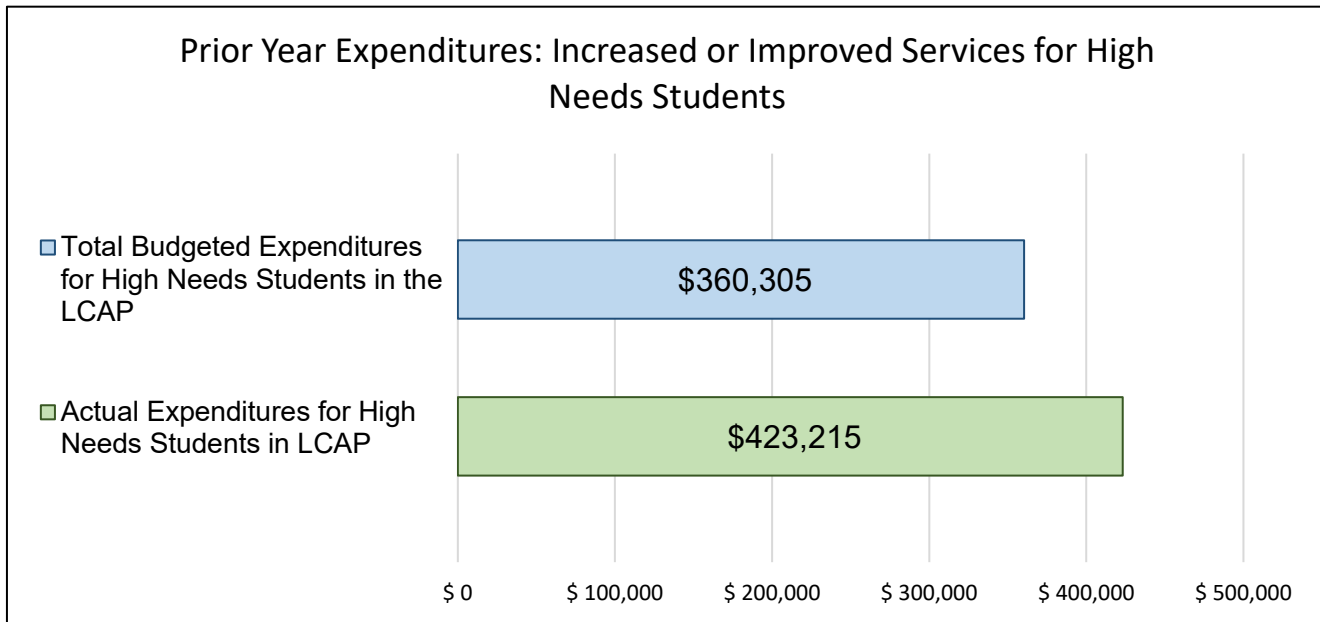
[Respond to prompt here]

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

In 2022 – 23, Bella Mente Montessori Academy is projecting it will receive \$511,231.00 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 \$588,848.00 towards meeting this requirement, as described in the LCAP.

# LCFF Budget Overview for Parents

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



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

The text description of the above chart is as follows: In 2021 – 22, Bella Mente Montessori Academy's LCAP budgeted \$360,305.00 for planned actions to increase or improve services for high needs students. Bella Mente Montessori Academy actually spent \$423,215.00 for actions to increase or improve services for high needs students in 2021 – 22.

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

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

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

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

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

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

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

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

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

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

First Read/Collect Stakeholders 04/13/2021

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

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

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

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

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

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

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

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

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

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

Responses are summarized below.

Families:

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

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

Staff:

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

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

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

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

All engagement sessions

Board Meetings:

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

DELAC Meetings:

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

Answer's with Dr. McQuestion:

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

New Student Info Event

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

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

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

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

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



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

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

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

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

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

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

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

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

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

## Introduction

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

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

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

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

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

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

## Instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

California Department of Education  
November 2021

# Local Control Accountability Plan

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

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

## Plan Summary [2022-23]

### General Information

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

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

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

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

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

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

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

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

BMA is located in an urban area of Vista, California. BMA’s 2021-2022 student population is 51.4% Hispanic, 34% White, 7.7% Multi Race, 3.2% Asian, 1.9% Black or African American, 1.5% Filipino and 0.2% American Indian.

Almost 53% of our students are identified as socioeconomically disadvantaged and 61% qualify for free and reduced meals. Currently over 9% of our population is experiencing homelessness, 15% have special needs, and we currently do not have foster youth students enrolled. BMA charter offers our scholars the Montessori experience free of cost, which would otherwise not be accessible due to the high cost associated with traditional private Montessori schools.

## Reflections: Successes

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

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

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

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

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

## Reflections: Identified Need

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

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

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

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

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



## LCAP Highlights

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

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

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

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

## Comprehensive Support and Improvement

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

### ***Schools Identified***

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

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



### ***Support for Identified Schools***

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

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

### ***Monitoring and Evaluating Effectiveness***

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

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

# Engaging Educational Partners

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

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

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

- Online LCAP surveys for parents, scholars, and staff accessible through <https://bellamentecharter.org/lcap-goals/>

- LCAP Parent Meeting May 2, 2022 (10:30 English, 11am Spanish)

- DELAC Meeting May 12, 2022

- Coffee Mingle with Principal April 19, 2022

Staff: Monday, May 9, 2022 staff meeting with K-8th Classroom Teachers and Principal

Student Leadership Teams (middle school & elementary groups): Wednesday, May 11, 2022

Principal/Executive Director Monthly Meetings: Ongoing

Board/Community: BMA LCAP Public Comment Board Meeting May 10, 2022 LCAP Approval June 1, 2022

A summary of the feedback provided by specific educational partners.

Parents/Guardians:

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

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

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

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

LCAP English-speaking May 2, 2022 meeting:

Expand Extended Day Program for more students. Specifically Ukelele

LCAP Spanish-speaking May 2, 2022 meeting:

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

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

Grateful for bilingual lesson's communication w/parents in Spanish via WhatsApp, emails, calls, etc.

Increase physical education, more physical activities, make them more interesting, Expand art.

Continue field trips, garden (include parent volunteers), and increase fundraiser dinners.

Staff: May 9, 2022 LCAP Staff Meeting

Staff approve of continuing with the following supplemental positions: Art, Health/PE, and Nutrition/Garden teachers and to keep the current academic schedule that honors the Montessori approach best.

Expand instructional assistant support for each classroom

A request was made to look into a new curriculum; which may be looked into as supplemental.

Health textbook requested by PE teacher will be reviewed by the site/parents before moving to adoption.

Scholar Leadership Team Meetings conducted May 11, 2022

Elementary - Scholars in tutoring expressed a desire to continue the 30 minute after school tutoring program. Scholars also asked The Leader in Me be expanded and implemented schoolwide. Scholars in 3rd expressed the challenge of the current schedule as they don't have their older peers to support as they previously had.

Middle School - Scholars expressed dislike for tutoring, and felt they know The Leader in Me habits already. Some feel the approach to classroom discipline is too severe and want a more proactive and solution-based way of moving forward.

Board/Community:

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

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

Goal 1

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

Goal 3 Action 1

Continue bilingual liaison (very favorable in getting parent engagement)

Goal 3 Action 3

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

Goal 3 Action 4

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

# Goals and Actions

## Goal

Goal #	Description
1	Bella Mente will offer a California standards-based 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.

An explanation of why the LEA has developed this goal.

California State LCAP Priorities:

Priority 1: Basic Services (Equity, Staff, Curriculum)

Priority 2: State Standards (Assessment, Curriculum, Equity, Instruction)

Priority 4: Pupil Achievement (Assessment, Equity, Instruction, Curriculum for ELs)

Priority 7: Course of Study (Curriculum, Equity)

Bella Mente Academy's Goal 1 addresses four state priorities and was created based on the following measures:

SBAC Scores - BMA's SBAC baseline was taken from the 2018-19 scores: school-wide Orange Tier (below standard) ELA and Math; English Language Learners and Student with Disabilities subgroups in the Red Tier. Due to COVID-19, schools in the State of California did not participate in SBAC for the 2019-20 school year and the 2020-2021 was optional. BMA opted not to test students with the SBAC (and instead used internal data) for the 2020-2021 school year assessment.

NWEA MAP - BMA began administering the NWEA MAP formative assessment in the 2019-20 school year as internal data and maintained using MAP assessments throughout the 2020-21 school year. MAP data indicates an overall decrease in students At or Above Grade Level in both Reading and Math, except Kindergarten, First grade and Eighth grade. Except for Kindergarten, 50% or more students are performing below grade level standards.

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

ALEKS - BMA uses Assessment and Learning in Knowledge Spaces (ALEKS), a Web-based, artificially intelligent assessment and learning system for all students in grades 4-8, in Math. ALEKS uses adaptive questioning to quickly and accurately determine exactly what a student knows and doesn't know in a course. ALEKS then instructs the student on the topics she is most ready to learn. As a student works through a course, ALEKS periodically reassesses the student to ensure that topics learned are also retained. Due to COVID-19, ALEKS assessment data is not available for the 2019-20 school year. Currently the expected outcome for student progress in meeting core Math standards by

the end of 2020-21 is 85% mastery. As of Spring 2021, ALEKS data (see below) indicates students in 4th and 5th grade are closer to achieving expected growth, although students in 6th-8th grades are demonstrating low percentages to achieve expected mastery of Math standards, by the end of 2020-21 school year. The present goal allows a focus on demonstrating growth in both ELA and Math to increase the number of students At or Above grade level standards.

In addition to BMA Staff Salaries, Goal 1 funding will support the following actions/supports to meet desired outcomes:

Action 1.1 - Reading Specialist to support literacy (personnel position)

Action 1.2 - ELA Wonders Curriculum

Action 1.3 - Rosetta Stone Curriculum for English Learners

Action 1.4 - Aleks as schoolwide online math supplemental curriculum

Action 1.5 - Studies Weekly as schoolwide social studies curriculum

Action 1.6 - NWEA Maps

Action 1.7 - Math Reveal McGraw Hill

Action 1.8 - Lexia

Action 1.9 - Learning A-Z

Action 1.10 - Learning without Tears

Action 1.11 - TCI Integrated Science

Action 1.12 - Basic Services (staffing)

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
SBAC Academic Performance Tiered System-student groups' performing 50 points or more below standard	The 2019-2020 SBAC test was cancelled due to COVID. The following baseline data was taken from the 2018-2019 results: All student groups except the White student group are below 50 points or more	2020-2021 BMA did not assess students with the state SBAC. Please refer to the local assessment metric below for results.			By 2023-2024, all student groups will progress 30 points more from the 2018-2019 baseline data towards standard OR advance to the next SBAC Tier Level

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	ELA standard, White student group are 32 points below Math standard and all other Student Groups are 50 or more points below Standard in Math (see chart above)				
Increase the % of students in grades 1-8 at or above grade level norms level math and ELA standards measured NWEA MAP will increase by 10% from Fall-Spring	The 2020-2021 NWEA data showed 50.84% proficiency in ELA and 34.15% proficiency in math.	<p>Tentative data for the 2021-2022 school year shows a positive trajectory in both ELA and math. Schoolwide data from fall 2021 to spring 2022</p> <p>ELA has increased by 7.68% (from 31.12% in Fall 2021 to 38.80% in Spring 2022) and math has increased by 13.25% (from 22.04% in Fall 2021 to 35.29% in Spring 2022).</p> <p>BMA is slowly closing the gap to reach its goal of 60% ELA proficiency and 40% math proficiency.</p>			By 2024, 60% of all students will be At or Above Grade Level Norms in grades 1-8 for ELA and 40% in math as measured by the NWEA MAPs local assessment.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Increase the % of all students working at Grade Level (GLM) measured by Lexia Assessments by Spring	The 2021 Spring data shows 47% of TK-8th grade students Below Grade Level 53% of TK-8th grade students are at Grade Level of Material (44%) or Above GLM (9%)	<p>The 2022 Spring data shows 40% of TK-8th grade students Below Grade Level in Lexia reading level.</p> <p>60% of TK-8th grade students tested at Grade Level of Material (38%) or Above GLM (22%), for an overall 7% increase from the Spring 2021 assessment.</p> <p>Students now testing Above Grade Level Material increased by 13% (from 9% in 2021 to 22% in 2022)!</p> <p>Given this trend, BMA expects to meet its 2024 goal of 75% of all students at or above GLM</p>			By 2024, 75% of all students in grade K-8 will be at or above GLM as measured by the Spring Lexia Assessment
Increase the % of 4-8 grade students progressing towards grade level standards using ALEKS Spring assessment	Spring 2021 shows 21% of 4th -8th graders are moving toward proficiency				By Spring 2024, all 4th -8th grade students will reach 85% mastery of core Math standard

## Actions



Action #	Title	Description	Total Funds	Contributing
1.1	1-FTE-Reading Specialist	Reading Specialist will be funded to focus on English acquisition for our English Language Learners. ELL Students will be instructed in small groups to build speaking, listening, reading, and writing skills to improve both academic and social language and accelerate progress in the core classroom.	\$103,772.00	Yes
1.2	Wonders Curriculum-Wonders for English Learners	Reading Specialist will provide instructional support for phonics, vocabulary, and language development for English Learners using Wonders Visual Vocabulary Card and ELL Leveled Readers.	\$18,100.00	Yes
1.3	Rosetta Stone Curriculum	Rosetta Stone Curriculum- 25 Rosetta Stone licenses will be purchased to provide intervention for English Language Learners, newcomers or other students identified as needing extra support in English language development.	\$4,000.00	Yes
1.4	ALEKS Curriculum	ALEKS will be purchased for students in the 4th- 8th graders. ALEKS Math program identifies instructional gaps, personalized learning paths, and tracks the progress of student learning and mastery. Teachers will use ALEKS formative assessments to guide instruction and develop intervention that supports students mastery of core Math Standards.	\$6,000.00	Yes
1.5	Studies Weekly	Studies Weekly is a standards-based textbook that takes scholars deeper through primary sources paired with a robust online platform.	\$9,520.00	Yes
1.6	NWEA MAPs	The NWEA MAP Test (Measures of Academic Progress) is an adaptive achievement and growth test. It creates a personalized assessment experience by adapting to each student's learning level—precisely measuring progress and growth for each individual student.	\$14,400.00	Yes

Action #	Title	Description	Total Funds	Contributing
		This assessment will be used for all scholars, three times per year to measure student progress.		
1.7	Math Reveal McGraw Hill	For students in grades TK-6th, Math learning thrives on exploration, conversation, and reflection. Reveal Math® is a complete K–12 core math program built on contemporary academic research and designed so all students can succeed in mathematics.	\$5,000.00	Yes
1.8	Lexia	Online literacy supplemental curriculum for all TK-8th grade students	\$10,729.00	Yes
1.9	Learning A-Z	Online supplemental program to support early literacy	\$1,000.00	Yes
1.10	Learning Without Tears	Handwriting program to develop motor skills for new writers.	\$12,000.00	Yes
1.11	TCI Integrated Science	Science program for 6th - 8th graders	\$18,000.00	Yes
1.12	Instructional Assistants	Provide staff to lead instruction and support site learning/socio-emotional activities to serve students/families. This includes \$5,000 from Title III to be used toward Instructional Aides. Other support positions are listed in Goals 2 (Art & Garden Teacher, & Counselor) and Goals 3 (Bilingual Liaison, Bilingual Attendance Clerk)	\$5,000.00	No Yes

## Goal Analysis [2021-22]

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

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

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

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

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

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

2021-2022

Action # Intervention Applied	Budgeted	Actual expenditure
Action 1 Reading Specialist Teacher	\$78,000	\$81,559
Action 2 Wonders EL Curriculum	\$18,000	\$18,443.06
Action 3 Rosetta Stone	\$ 3,600	\$ 3,600.00
Action 4 Aleks	\$10,000	\$ 9,564.00
Action 5 Studies Weekly	\$ 930	\$ 922.32
Action 6 NWEA Maps Budgeted	\$ 5,400	\$14,400.00
Action 7 Math Reveal McGraw Hill	\$10,600	\$10,566.57

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

Action 1 - Reading Specialist Teacher has supported English Learners. Schoolwide ELA scores show an increase in student progress

Action 2 - Wonders EL Curriculum - Reading Specialist utilized EL Curriculum to support ELs English proficiency.

Action 3 - Rosetta Stone licenses for ELs - 25 licenses were purchased. Only nine were used to support English Learners (including newcomers). BMA considering whether to reduce licenses purchased to 10-15.

Action 4 - Aleks has been the preferred online support program. Given limited outcomes and use, BMA is currently discussing looking into an alternative program.

Action 5 - Studies Weekly was implemented schoolwide to deliver social studies curriculum.

Action 6 - NWEA Maps provided local assessment to evaluate student progress in both ELA & math when state SBAC was cancelled. This is pivotal in determining academic successes and needs.

Action 7 - Math Reveal McGraw Hill has been used as the core math program. Though schoolwide scores are below 40%, schoolwide data for the 2021-2022 school year shows an increase of 13% from the start of school.

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

Action 1 - Given drop in enrollment, BMA will only be able to continue w/1 Reading Specialist Teacher

Action 2 - Continue providing Wonders EL Curriculum consumables.

Action 3 - Continue providing 25 Rosetta Stone licenses for ELs.

Action 4 - For now, continue the Aleks online math program. Staff will look into options for the future.

Action 5 - Continue Studies Weekly

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

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

Add the following Actions for the 2022-2023:

Action 8 - Provide Lexia as a supplemental reading intervention online program for students.

Action 9 - Provide Learning A-Z as an early literacy program for TK/K and struggling readers.

Action 10- Provide Learning Without Tears to develop motor skills for TK/K and MTSS Tier 2 & 3 students.

Action 11- Provide TCI Integrated Science for 6th-8th gr students

Action 12 - Basic instructional services (not new action, just now listed as one)

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

# Goals and Actions

## Goal

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

An explanation of why the LEA has developed this goal.

California State LCAP Priorities:

Priority 1: Basic Services (Equity to promote a sense of community, Staff to promote mental and physical health)

Priority 2: State Standards (Leader in Me Curriculum, Equity, Instruction of 7 Habits)

Priority 3: Parent Involvement (Student surveys, Family & Community involvement)

Priority 4: Pupil Achievement (College and career ready via Leader in Me)

Priority 5: Pupil Engagement (attendance rates, chronic absenteeism rates)

Priority 6: School Climate (Suspension/Expulsion rates, Surveys of pupils, parents and teachers)

Priority 7: Course of Study (The Leader in Me Curriculum, Equity)

Bella Mente Academy's Goal 2 addresses 7 state priorities and was created based on the following measures:

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

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

CA Dashboard Suspension/Expulsion Data - BMA had an increase in student suspension, in 2019. We were in the Orange Tier with an increased suspension rate of 1.8%. Restorative Practices training began in the 2018-19 school year and teachers and staff began full implementation at the end of the 2019-20. In 2019-20, BMA brought in The Leader in Me program to assist with building a stronger culture.

We saw the need to bring in a strong character development program based on principles and practices of personal, interpersonal and organizational effectiveness, and upon the powerful premise that every child possesses unique strengths and has the ability to be a leader.

Leader in Me - BMA will use the Leader in Me Measuring Results Assessment (measuring Leadership, Culture, and Academics) to determine schoolwide climate. The 2019-2020 results were 70/100, whereas 2020-2021 dropped to 36/100 mainly due to disconnection to campus given distance learning during COVID.

TK-8 Participation in Art, PE, Nutrition & Garden - Staff & Parent surveys favor enriching activities in these areas. The art teacher will meet with TK-6th Graders bi-weekly and 7th and 8th graders weekly. Art Program will develop in each scholar an interest in and the ability for creative expression in visual terms, using skills and techniques of artistic expression consistent with school guidelines; scholars will develop an aesthetic understanding and appreciation to discover and develop their talents in the field of art.

Goal 2 funding will support the following actions/supports to meet desired outcomes and build a more positive school climate:

Action 2.1 - The Leader in Me & online supplemental character curricula

Action 2.2 - Art Teacher

Action 2.3 - Nutrition/Garden Teacher

Action 2.4 - Bilingual Counselor

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Increase Parent Surveys participation rate using survey feedback platform	2020-2021 20%-25% Survey Participation	2021-2022			By Spring 2024, increase Parent Survey participation by 15% each year
Increase colored Tier status on CA School Dashboard Suspension Rate	2019 Suspension status was in “Orange” a 1.8% increase from 2018 “Blue” suspension status	The CA School Dashboard did not report 2020 or 2021 suspensions given COVID-19 school closures. BMA had 0 suspensions during COVID school closures in 2020 & 2021.			By Spring 2024, MBA will decrease in suspension rate to reach the “Blue” status by the end of three years

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Leader in Me assessment-MRA	MRA - Overall score from staff was 70 out of 100. Inclusive Leadership, Culture, and Academic.	The Spring 2021 MRA score was 36. The score dropped considerably possibly due to COVID 19 school closures.			By Spring 2024, the Leader in Me MRA (measuring Leadership, Culture, and Academics) will reach an overall score of 90 out of 100.

## Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Leader in Me	Leader in Me will be purchased to provide all staff with professional development regarding scholar leadership, developing goals with scholars, creating responsible citizens of the future, and developing lifelong habits of success.	\$17,587.42	Yes
2.2	1-FTE Art Teacher	Art Teacher-will be funded to develop in scholars an interest in and the ability for creative expression in visual terms, using skills and techniques of artistic expression and creativity, on a bi-weekly basis for TK-8th grade.	\$88,800.00	Yes
2.3	1-FTE Garden and Nutrition Teacher	Garden and Nutrition Teacher-will be funded to provide critical support to teachers and scholars to ensure that the school can maximize the Bella Mente garden science and nutritional education programs. The Garden and Nutrition program will provide students with hands-on learning, develop teamwork skills, environmental awareness and experiences in problem-solving.	\$74,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
2.4	Bilingual Counselor	Provide support for student/family socio-emotional needs, engage students, address behavior & attendance needs.	\$77,113.00	Yes
2.5	Second Step, Go-Zen, BrainPop/Brain Jr.	Second Step, Go-Zen, and Brain Pop/Brain Jr. will be purchased as supplemental programs to support socio-emotional needs.	\$2,734.00	Yes

## Goal Analysis [2021-22]

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

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

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

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

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

2021-2022		
Action # Intervention Applied	Budgeted	Actual expenditure
Action 1 The Leader in Me	\$18,000	\$17,587.42
Action 2 Art Teacher	\$88,800	\$81,106
Action 3 Garden & Nutrition	\$68,775	\$73,729

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

Elementary student leadership focus group expressed an interest to continue with art, PE, Nutrition & Garden instructors. They also enjoy The Leader in Me and have asked that teachers do more lessons/instruction on the 7 Habits of Happy Kids.



Middle School student leadership focus group also expressed interest to continue with art, PE, Nutrition & Garden instructors. Unlike the elementary scholars, middle schoolers feel they have learned enough of the 7 Habits. School leadership is considering on having middle school leaders support in the instruction and modeling of 7 Habits with their younger peers to develop a closer and more positive TK-8 school culture.

Parent input thus far reflects a positive response for the art, PE, nutrition & garden programs to support students' socio-emotional well-being.

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

Continue providing art, PE, nutrition & garden based on student, teacher, and parent surveys & feedback during focus meetings

Surveys and focus meetings expressed an interest to increase schoolwide delivery of The Leader in Me to have a greater impact on school culture and overall well-being.

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

# Goals and Actions

## Goal

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

An explanation of why the LEA has developed this goal.

California State LCAP Priorities:

Priority 1: Basic Services (Equity to promote a sense of community, Bilingual staff to promote parent engagement)

Priority 2: State Standards (Leader in Me Curriculum, Equity, Instruction of 7 Habits)

Priority 3: Parent Involvement (Student surveys, Family & Community involvement)

Priority 4: Pupil Achievement (College and career ready via Leader in Me)

Priority 5: Pupil Engagement (attendance rates, chronic absenteeism rates)

Priority 6: School Climate (Suspension/Expulsion rates, Surveys of pupils, parents and teachers)

Priority 7: Course of Study (The Leader in Me Curriculum, Equity)

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

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

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

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

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

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

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

Goal 3 funding will support the following actions/supports to support parent engagement and meet desired outcomes

Action 3.1 - Bilingual Liaison in office

Action 3.2 - Bilingual attendance clerk

Action 3.3 - Provide Family Activities

Action 3.4 - Attendance Initiatives

## Measuring and Reporting Results

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

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
					for by the end of three years.
Increase the attendance rate for Bella Mente students by .5%	LEA 2019-20 Attendance 96.53%	2020-21 data also was not reported by Dashboard due to COVID.			By Spring 2024, BMA will increase its Attendance Rate by .5% each year

## Actions

Action #	Title	Description	Total Funds	Contributing
3.1	1 FTE Bilingual Community Liaison	Bilingual Community liaison will be funded to a full-time position to increase parent connectedness to the school, and support families to become actively engaged in their scholars education. Bilingual Community liaison will link families to community outreach resources to address chronic absences, social and emotional support to improve student achievement and overall well-being. Additionally, Bilingual Community Liaison will provide workshops for parents and guardians to learn skills and strategies to support their scholars in school.	\$50,000.00	Yes
3.2	.5 FTE Bilingual Attendance Clerk	Bilingual attendance clerk to make contact with families who are experiencing absences. Provide community outreach and resources to families in need to improve student achievement and overall well-being.	\$32,000.00	Yes
3.3	Family Activities	Monthly meetings with the Principal, formation of new PTA, field trips, Garden & Food family cooking workshops, Parent advisory committee, monthly coffee meetings, park playdates, fresh food distribution, family events on campus, parent volunteer opportunities.		No
3.4	Bella Mente Attendance Initiative	Professional Development for all school staff, in creating an engaging, supportive school climate that motivates scholars to attend, fosters a		

Action #	Title	Description	Total Funds	Contributing
		belief that students can achieve, and encourages families to become and stay involved. Collaborate with the San Diego County of Education on resources and training to decrease chronic absenteeism. Frequent communication with families to address fears about Covid-19 among scholars and families as they return to school for the start of the school year. Maintain a positive, prevention oriented approach to working with families using Restorative Practices strategies. Collaborate with our community partners to promote the Attendance Awareness Campaign.		
3.5	Bilingual Counselor	1 FTE Bilingual Counselor to support students and families in academic and socioemotional growth	\$74,000.00	Yes

## Goal Analysis [2021-22]

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

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

The actions for this goal were carried out for the 2021-2022 school year. Seeing the socioemotional needs impacting our families, there has been a recommendation to hire a bilingual counselor for the following 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.

Given the transition back to the campus after COVID, the need for family support was great. Our bilingual liaison and attendance clerk had to work extra hours to serve our families. As a result, we exceeded the budgeted amounts for these two actions. Moving toward the 2022-2023 school year, we are adding a bilingual counselor to support families and students as the effects of COVID and school closures are still impacting our school community.

2021-2022

Action #	Intervention Applied	Budgeted	Actual expenditure
Action 1	.80 Bilingual Liaison	\$40,000	\$49,994.00
Action 2	.50 Bilingual Clerk	\$23,000	\$31,623.00
Action 3	Family Activities	\$0	\$0

Action 4 Attendance Initiative	\$0	\$0 Given COVID, attendance was frozen.
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An explanation of how effective the specific actions were in making progress toward the goal.

Action 1 .80 Bilingual Liaison has supported in the engagement of our Spanish-speaking community. Parent feedback has been very favorable as they expressed they have access to someone who can support them in a language they understand.

Action 2 .50 Bilingual Clerk has also been instrumental in reaching out to families. Parents likewise spoke favorably about having more bilingual personnel on campus they can turn to for support.

Action 3 Family Activities have been limited given COVID19 restrictions. With the reinstatement of volunteers on campus later this year, we hope to engage more families with campus activities including Open House on May 19, 2022, garden clean-up, field trips, and on-campus volunteering.

Action 4 Attendance Initiative is pending data review & stakeholder input for a full analysis of the impact this action had on the goal.

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

Action 1 - Continue with .80 Bilingual Liaison. Families requested the position be increased to Full-time

Action 2 - Continue with .50 Bilingual Clerk

Action 3 - Increase Family Activities on campus as an effective manner to engage families

Action 4 - Incorporate engaging initiatives to secure daily attendance. Example: monthly VIP attenDANCE with Principal during lunch, assemblies recognizing perfect attendance, etc. Tie budget to these small, but meaningful expenses.

Action 5 - Given the impact of COVID and discipline concerns, BMA will be hiring a bilingual counselor to support student/family needs.

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

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2022-23]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
465,874	19115

## Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
21.31%	0.00%	\$0.00	21.31%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

## Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

Our goals and actions were specifically targeted to increase and improve support for foster youth, English Learners, and low-income students.

In addition, approximately \$82,000 in Federal Title I funds are used to hire an additional full time reading specialist to work with students.

The support/actions that have been beneficial to our subgroups will be carried over to the 2022-2023 LCAP. These include purchase of standard based curriculum, after school support, Instructional Assistants, access to Chromebooks, and Garden and Art Programs.

1. FT Reading Specialist who will work daily with target English instruction to assist scholars with English acquisition.
2. Standard based curriculum which has lessons to differentiate for all levels of learners
3. Programs such as Leader in Me, Art & Garden programs assist scholars with social/emotional development and health education.

#### 4. Activities to increase parent involvement via community liaison, school events, and expand attendance programs.

Additionally, BMA provides weekly food distribution, homeless can sign up for food pantry and meal bags. BMA provides student backpacks, which have personal hygiene items and school supplies to our unduplicated scholars. After school bilingual tutoring, community liaison, free Vista Community Clinic counseling services, vision and hearing screening yearly including assistance to students who need glasses, free internet for those in need, Chromebooks, and a Care Closet which includes gently worn uniforms donated by parents. BMA also provides bus passes to students in need and uniforms assistance to those that are in need.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

BMA intends to spend the increased support by continuing to provide a reading specialist who specifically works with English Learners (Goal 1, Action 1). Standard-based curriculum, which differentiates instruction for all learners (Goal, Action 2, 3, 4). BMA is entering its third year of Leader in Me. LiM teaches habits for success and leadership skills for our subgroups especially (Goal 2, Action 1). BMA will continue to expand extracurricular offerings provided via the Art and Garden programs. Our scholars within the subgroups have benefited socially and emotionally from connecting with nature, health, and allows them to express their emotions through a healthy avenue (Goal 2, Action 2, 3).

BMA implemented a community liaison to specifically work with subgroups and support families needs and offer resources to support subgroups (Goal 3, Action 1). The community liaison also helps support family activities to assist in a sense of belonging directed towards unduplicated students (Goal 3, Action 2). Additionally, we will continue to focus on ways to support families with chronic attendance issues and use a team type approach to assist unduplicated students to increase their attendance (Goal 3, Action 3).

All of our goals and actions are specifically targeted for unduplicated student support.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

BMA has a Reading Specialist, Bilingual Liaison, Attendance Clerk, Bilingual counselor, and targeted EL curriculum/ online programs to help English Learners and families engage in instruction/ school culture.



Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students		
Staff-to-student ratio of certificated staff providing direct services to students		

## 2022-23 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$524,439.42			\$99,316.00	\$623,755.42	\$504,685.00	\$119,070.42

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	1-FTE-Reading Specialist	English Learners Foster Youth Low Income	\$12,190.00			\$91,582.00	\$103,772.00
1	1.2	Wonders Curriculum-Wonders for English Learners	English Learners Foster Youth Low Income	\$18,100.00				\$18,100.00
1	1.3	Rosetta Stone Curriculum	English Learners Foster Youth Low Income	\$4,000.00				\$4,000.00
1	1.4	ALEKS Curriculum	English Learners Foster Youth Low Income	\$6,000.00				\$6,000.00
1	1.5	Studies Weekly	English Learners Foster Youth Low Income	\$9,520.00				\$9,520.00
1	1.6	NWEA MAPs	English Learners Foster Youth Low Income	\$14,400.00				\$14,400.00
1	1.7	Math Reveal McGraw Hill	English Learners Foster Youth Low Income	\$5,000.00				\$5,000.00
1	1.8	Lexia	English Learners Foster Youth Low Income	\$10,729.00				\$10,729.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.9	Learning A-Z	English Learners Foster Youth Low Income	\$1,000.00				\$1,000.00
1	1.10	Learning Without Tears	English Learners Foster Youth Low Income	\$12,000.00				\$12,000.00
1	1.11	TCI Integrated Science	English Learners Foster Youth Low Income	\$18,000.00				\$18,000.00
1	1.12	Instructional Assistants	All English Learners				\$5,000.00	\$5,000.00
2	2.1	Leader in Me	English Learners Foster Youth Low Income	\$17,587.42				\$17,587.42
2	2.2	1-FTE Art Teacher	English Learners Foster Youth Low Income	\$88,800.00				\$88,800.00
2	2.3	1-FTE Garden and Nutrition Teacher	English Learners Foster Youth Low Income	\$74,000.00				\$74,000.00
2	2.4	Bilingual Counselor	English Learners Foster Youth Low Income	\$77,113.00				\$77,113.00
2	2.5	Second Step, Go-Zen, BrainPop/Brain Jr.	English Learners Foster Youth Low Income				\$2,734.00	\$2,734.00
3	3.1	1 FTE Bilingual Community Liaison	English Learners Foster Youth Low Income	\$50,000.00				\$50,000.00
3	3.2	.5 FTE Bilingual Attendance Clerk	English Learners Foster Youth Low Income	\$32,000.00				\$32,000.00
3	3.3	Family Activities	All					
3	3.4	Bella Mente Attendance Initiative						
3	3.5	Bilingual Counselor	English Learners Foster Youth	\$74,000.00				\$74,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
			Low Income					

## 2022-23 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$2,185,806	465,874	21.31%	0.00%	21.31%	\$524,439.42	0.00%	23.99 %	<b>Total:</b>	\$524,439.42
								<b>LEA-wide Total:</b>	\$512,249.42
								<b>Limited Total:</b>	\$12,190.00
								<b>Schoolwide Total:</b>	\$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	1.1	1-FTE-Reading Specialist	Yes	Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools Specific Schools: Bella Mente Academy	\$12,190.00	
1	1.2	Wonders Curriculum-Wonders for English Learners	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Specific Schools: Bella Mente Academy	\$18,100.00	
1	1.3	Rosetta Stone Curriculum	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Specific Schools: Bella Mente Academy	\$4,000.00	
1	1.4	ALEKS Curriculum	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$6,000.00	
1	1.5	Studies Weekly	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$9,520.00	

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	1.6	NWEA MAPs	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$14,400.00	
1	1.7	Math Reveal McGraw Hill	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$5,000.00	
1	1.8	Lexia	Yes	LEA-wide	English Learners Foster Youth Low Income		\$10,729.00	
1	1.9	Learning A-Z	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,000.00	
1	1.10	Learning Without Tears	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$12,000.00	
1	1.11	TCI Integrated Science	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools Specific Schools: Bella Mente Academy 6th - 8th	\$18,000.00	
1	1.12	Instructional Assistants	Yes	LEA-wide	English Learners			
2	2.1	Leader in Me	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$17,587.42	
2	2.2	1-FTE Art Teacher	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$88,800.00	
2	2.3	1-FTE Garden and Nutrition Teacher	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$74,000.00	
2	2.4	Bilingual Counselor	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$77,113.00	
2	2.5	Second Step, Go-Zen, BrainPop/Brain Jr.	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools		

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 (%)
3	3.1	1 FTE Bilingual Community Liaison	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$50,000.00	
3	3.2	.5 FTE Bilingual Attendance Clerk	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$32,000.00	
3	3.5	Bilingual Counselor	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$74,000.00	

2021-22 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$0.00	\$0.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
This table was automatically populated from the 2021 LCAP. Existing content should not be changed, but additional actions/funding can be added.					



## 2021-22 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
	\$0.00	\$0.00	\$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
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This table was automatically populated from the 2021 LCAP. Existing content should not be changed, but additional actions/funding can be added.

## 2021-22 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
			0.00%	\$0.00	0.00%	0.00%	\$0.00	0.00%

# Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[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](mailto:lcff@cde.ca.gov).*

## Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
  - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 52064[b][7]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

## Plan Summary

### Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

## Requirements and Instructions

**General Information** – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

**Reflections: Successes** – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

**Reflections: Identified Need** – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

**LCAP Highlights** – Identify and briefly summarize the key features of this year's LCAP.

**Comprehensive Support and Improvement** – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## Engaging Educational Partners

## Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

## Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

### **Local Control and Accountability Plan:**

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

**Prompt 1:** “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

**Prompt 2:** “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

**Prompt 3:** “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions

- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

## Goals and Actions

### Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.



## Focus Goal(s)

**Goal Description:** The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

## Broad Goal

**Goal Description:** Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

## Maintenance of Progress Goal

**Goal Description:** Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

**Explanation of why the LEA has developed this goal:** Explain how the actions will sustain the progress exemplified by the related metrics.

## Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

**Consistently low-performing student group(s) criteria:** An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA's eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

**Low-performing school(s) criteria:** The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

### **Measuring and Reporting Results:**

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2022–23</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2021–22</b> or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

**Actions:** Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

**Actions for English Learners:** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

## Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

### Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

### Requirements and Instructions

***Projected LCFF Supplemental and/or Concentration Grants:*** Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

**Projected Additional LCFF Concentration Grant (15 percent):** Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

**Projected Percentage to Increase or Improve Services for the Coming School Year:** Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

**LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

**LCFF Carryover — Dollar:** Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

**Total Percentage to Increase or Improve Services for the Coming School Year:** Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

#### **Required Descriptions:**

**For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.**

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools:** Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

## **For School Districts Only:**

### **Actions Provided on an LEA-Wide Basis:**

***Unduplicated Percentage > 55 percent:*** For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

***Unduplicated Percentage < 55 percent:*** For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

### **Actions Provided on a Schoolwide Basis:**

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

**For schools with 40 percent or more enrollment of unduplicated pupils:** Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

**For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils:** Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

**A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.**

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

**A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.**

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:



An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

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

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

## Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

## Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:
  - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
  - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
  - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
  - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

## Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

## Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

## Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
  - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

## LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

## Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

### Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
  - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
  - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

### Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
  - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
  - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
  - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

### **LCFF Carryover Table**

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
  - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
  - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
  - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- 13. LCFF Carryover — Percentage (12 divided by 9)
  - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

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