Voices College-Bound Language Academies

Board Meeting

Annual Meeting

Date and Time

Sunday August 1, 2021 at 9:00 AM PDT

Instructions For Presentations To The Board By Parents and Citizens
PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD
SUBMIT PUBLIC COMMENT: http://bit.ly/voices-public-comment or text: 408-960-5580
At this time, members of the public may address the Board on any issue within the subject matter jurisdiction of the Board that is not listed on this agenda. Members of the public may also address the Board on an agenda item before or during the Board's consideration of the item. Submitted comments may be read into the record to the extent practicable based upon factors such as the length of the agenda and available time. Comments received within the window of the board meeting whether read or not, will be shared with the board and noted in the minutes.
Individual commenters are limited to a single comment per agenda item.
Public comments will be accepted prior to, and during the board meeting, subject to limitations discussed here. Comments may be read in the order received and will be accepted up to the point each agenda item is heard, acted upon or when the Board President has completed the call for public comment on that agenda item. Comments submitted during the board meeting but after the agenda item has been called for a vote, or has already been completed will not be read publicly, but may be entered into the record.
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2. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or majority of all, of the Board members shall be available for public inspection at 6840 Via Del Oro, Suite #160. San Jose, CA 95119.
3. REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY: Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting Lizzette Ramirez at (408)791-1609 Ex.1052
4. All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The executive director recommends approval of all consent items.
5. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.
6. All time duration are estimates and may run shorter or longer.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**9:00 AM**
	Opening Items			
A.	Record Attendance and Guests		Servando Sandoval	
B.	Call the Meeting to Order		Servando Sandoval	
C.	Approve Order of Agenda	Vote	Servando Sandoval	
D.	Public Comment (on items not on the Agenda)			

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Non-agenda items: No individual presentation shall be more than 3 minutes and the total time for this purpose shall not exceed 15 minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the board may give direction to staff following a presentation.

II.	**Board Business**			**9:00 AM**

		Purpose	Presenter	Time
A.	Brown Act Training	FYI		120 m

III. Board Business: Discussion/Action Items — 11:00 AM

A.	Appoint/re-appointment of Board Members Consideration of Selena Perez, Morgan Hill parent. Re-appointment of Servando Sandoval and Darnell Cadette	Vote	Servando Sandoval	
B.	Appoint new Officers Appoint Board Chair, Vice-chair, Secretary and Treasurer	Vote		
C.	Readopt Board Code of Ethics Resolution	Vote		
D.	Establish Regular Board Meeting Calendar	Vote	Servando Sandoval	

IV. Board Business: Consent Items

A.	Approve Minutes Approve minutes for Board Meeting on June 24, 2021	Approve Minutes		
B.	Approve Contract(s) Over $15,000	Vote		

- FACES
- San Millan Master Contract for FS, MH and MP
- Presence
- Kaiser Health Renewal contract
- B4Y food service agreement for MH, MP, Flagship, WCC & Stockton
- North Coast Teacher Induction Program MOU
- TruTec IT support for CMO and WCC

C.	Approve Family Handbook for WCC, FS, MP, Stockton, and MH Schools	Vote		
D.	21-22 Instructional Minutes for WCC, FS, MH, MP, and Stockton	Vote		
E.	Approve Employee Handbook for Voices Academies 21-22	Vote		

		Purpose	Presenter	Time
F.	Approve Safety Plan for Voices Academies 21-22	Vote		
G.	Approve Revised Policy	Vote		

• Holidays, Vacations and Leaves

H.	Approve 21-22 Bell Schedules for Voices FS, WCC, MP, MH and Stockton	Vote		
I.	Approve 21-22 School Calendar for FS, MP, MH, WCC and Stockton	Vote		

V. Lunch Break

Board will break for one hour lunch

VI. Resume Open Session

VII. Closed Session

A.	Public Employee Performance Evaluation- CEO (Pursuant to Gov. Code Section 54957(b)(1).) Discuss Review of CEO Goals for 21-22 SY	Discuss		

VIII. Reconvene Open Session

A.	Report on action taken in closed session			

IX. Board Business

A.	21-22 Student Culture Survey results (Post)	FYI	Deanna Flores	
B.	Network Priorities 21-22	FYI	Elizabeth Aguilar	
C.	Financials Update	Vote		

• Review draft 20-21 year end close consolidated financials.

		Purpose	Presenter	Time
	• Resolution- Voices Stockton			

X. Closing Items

A.	Norms Check and Future Business - Independent Studies Policy (IS) -COVID Health and Safety Protocols -Bank authorizations	Discuss		
B.	Adjourn Meeting	Vote	Servando Sandoval	

Coversheet

Readopt Board Code of Ethics Resolution

Section: III. Board Business: Discussion/Action Items
Item: C. Readopt Board Code of Ethics Resolution
Purpose: Vote
Submitted by:
Related Material: Resolution_08012021docx (1).pdf

RESOLUTION RE-ADOPTING OF THE CODE OF ETHICS FOR BOARD MEMBERS 2021-2022

RESOLUTION NO.____080121_____

WHEREAS, Voices College-Bound Language Academies Board desires to comply with the Voices College-Bound Language Academies Bylaws and policies;

WHEREAS, the Voices College-Bound Language Academies Board is committed to conduct business in an ethical manner;

WHEREAS, the Voices College-Bound Language Academies Board has reviewed Code of Conduct for Board Members Policy on August 1, 2021;

NOW, THEREFORE BE IT RESOLVED that the Voices College-Bound Language Academies Board hereby:

1. Re-adopts the Code of ethics for Board Members policy,

2. Will promote the best interest of the School as a whole and, to that end, shall adhere to the ethical standard stated in said policy.

PASSED AND ADOPTED by the Voices College-Bound Language Academies Board at a meeting held on August 1, 2021.

_____	_____
Chair	Member
_____	_____
Member	Member
_____	_____
Member	Member
_____	_____
Member	Member

Coversheet

Approve Minutes

Section:	IV. Board Business: Consent Items
Item:	A. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Board Meeting on June 24, 2021

APPROVED

Voices College-Bound Language Academies

Minutes

Board Meeting

Date and Time
Thursday June 24, 2021 at 3:00 PM

Instructions For Presentations To The Board By Parents and Citizens
PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD
SUBMIT PUBLIC COMMENT: http://bit.ly/voices-public-comment or text: 408-960-5580
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Directors Present
A. Miller (remote), A. Zhu (remote), H. Glover (remote), I. Connell (remote), K. Wisckol (remote), S. Sandoval (remote)

Directors Absent
D. Cadette, L. Mendez-Quezada, W. Plasencia

Directors who arrived after the meeting opened
H. Glover

Non Voting Members Present
F. Teso (remote)

Guests Present
L. Ramirez (remote), M. Moore (remote)

I. Opening Items

A. Record Attendance

B. Call the Meeting to Order

S. Sandoval called a meeting of the board of directors of Voices College-Bound Language Academies to order on Thursday Jun 24, 2021 at 3:09 PM.

C. Approve Order of Agenda

I. Connell made a motion to approve order of agenda with motion to pull item 2C.
K. Wisckol seconded the motion.
F. Teso requested to pull item 2C from the agenda.
The board **VOTED** unanimously to approve the motion.

Roll Call

L. Mendez-Quezada	Absent
I. Connell	Aye
A. Miller	Aye
D. Cadette	Absent
A. Zhu	Aye
S. Sandoval	Aye
H. Glover	Absent
W. Plasencia	Absent
K. Wisckol	Aye

D. Public Comment (on items not on the Agenda)

Pubic comment was made by several Voices WCC parents.

II. Board Business: Consent Items

A. Approve Minutes

K. Wisckol made a motion to approve the minutes from 21-22 LCAP and Budget Hearing on 06-10-21.
I. Connell seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

I. Connell	Aye
A. Zhu	Aye
S. Sandoval	Aye
K. Wisckol	Aye
H. Glover	Absent
D. Cadette	Absent
W. Plasencia	Absent
L. Mendez-Quezada	Absent
A. Miller	Aye

B. 2021-22 EPA Resolution & Spending Plan (for each Voices school)

I. Connell made a motion to approve 2021-22 EPA Resolution & Spending Plan for Voices MP, MH, Stockton, WCC, and Flagship.

K. Wisckol seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

D. Cadette	Absent
W. Plasencia	Absent
I. Connell	Aye
S. Sandoval	Aye
H. Glover	Absent
L. Mendez-Quezada	Absent
A. Zhu	Aye
K. Wisckol	Aye
A. Miller	Aye

C. CARS Application for Funding: Title I,II, III, IV Funding Request for 2021-22 for each Voices school

I. Connell made a motion to approve CARS application for Funding: Title I, II, III, IV Funding Request for 2021-22 for Voices MH, MP, Flagship, Stockton, & WCC.
K. Wisckol seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

D. Cadette	Absent
S. Sandoval	Aye
W. Plasencia	Absent
A. Zhu	Aye
K. Wisckol	Aye
A. Miller	Aye
L. Mendez-Quezada	Absent
I. Connell	Aye
H. Glover	Absent

D. Charter Safe Contract Renewal

I. Connell made a motion to approve Charter Safe Contract Renewal.
K. Wisckol seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

A. Zhu	Aye
L. Mendez-Quezada	Absent
A. Miller	Aye
K. Wisckol	Aye
H. Glover	Absent
D. Cadette	Absent
S. Sandoval	Aye
W. Plasencia	Absent

Roll Call

I. Connell	Aye

E. Achieve 3000 Contract

I. Connell made a motion to approve Achieve 3000 contract.
K. Wisckol seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

K. Wisckol	Aye
L. Mendez-Quezada	Absent
A. Zhu	Aye
H. Glover	Absent
I. Connell	Aye
S. Sandoval	Aye
A. Miller	Aye
D. Cadette	Absent
W. Plasencia	Absent

III. Board Business: Discussion/Action Items

A. Approval of 2021-24 LCAP (for each school separately)

K. Wisckol made a motion to approve 2021-24 LCAP for Voices MH, MP, WCC, Stockton, and Flagship.
I. Connell seconded the motion.
Each LCAP approved by separate vote. All approved unanimously.
Flagship: Motion Wisckol, second Connel
MH: Motion Wisckol, second Miller
MP: Motion Wisckol, seocnd Miller
WCC: Motion Wisckol, second Miller
Stockton: Motion Wisscksol, second Miller
The board **VOTED** unanimously to approve the motion.

Roll Call

S. Sandoval	Aye
W. Plasencia	Absent
I. Connell	Aye
A. Zhu	Aye
L. Mendez-Quezada	Absent
A. Miller	Aye
D. Cadette	Absent
K. Wisckol	Aye
H. Glover	Absent

D. Koren from EdTech, presented 2021-22 Budget.
Public provided comment.

B.

2021-22 Budget – Review, discussion and approval of budget for 21-22 school year (for each Voices school separately)

A. Miller made a motion to approve 2021-22 Budget for Voices MH, MP, Stockton, WCC, and Flagship.
K. Wisckol seconded the motion.
Each school budget was taken by separate vote. All approved unanimously.
Flagship: Motion Miller, second Wisckol
MH: Motion Miller, second Wisckol
MP: Motion Miller, second Connel
WCC: Motion Miller, second Wisckol
Stockton: Motion Miller, second Connel
The board **VOTED** unanimously to approve the motion.

Roll Call	
H. Glover	Absent
D. Cadette	Absent
W. Plasencia	Absent
A. Zhu	Aye
L. Mendez-Quezada	Absent
I. Connell	Aye
A. Miller	Aye
K. Wisckol	Aye
S. Sandoval	Aye

IV. Closed Session

A. Public Employee Performance Evaluation- CEO (Pursuant to Gov. Code Section 54957(b)(1).)

Closed session adjourned at 4:08 PM.
H. Glover arrived at 4:22 PM.

V. Reconvene Open Session

A. Reconvene Open Session Report

Open session reconvened at 5:02 PM. No updates to report.

VI. Closing Items

A. Committee Reports

K. Wisckol reported updates on Governance Committee.
I.Connell reported updates on Finance Committee.

B. Adjourn Meeting

H. Glover made a motion to adjourn meeting.
A. Zhu seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

K. Wisckol	Aye
W. Plasencia	Absent
H. Glover	Aye
L. Mendez-Quezada	Absent
D. Cadette	Absent
S. Sandoval	Aye
A. Zhu	Aye
A. Miller	Aye
I. Connell	Aye

H. Glover made a motion to adjourn meeting.
A. Zhu seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

A. Zhu	Aye
D. Cadette	Absent
L. Mendez-Quezada	Absent
A. Miller	Aye
W. Plasencia	Absent
K. Wisckol	Aye
H. Glover	Aye
S. Sandoval	Aye
I. Connell	Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:09 PM.

Respectfully Submitted,
L. Ramirez

Coversheet

Approve Contract(s) Over $15,000

Section: IV. Board Business: Consent Items
Item: B. Approve Contract(s) Over $15,000
Purpose: Vote
Submitted by:
Related Material:
VOICES_COLLEGE-BOUND_LANGUAGE_ACADEMIES_KAISER RENEWAL 2021.pdf
Voices SY21-22 PresenceLearning Agreement (1) (1) (1).pdf
(Signed) Voices-B4YM 2021-22 Vended Meals Agreement.pdf
Voices - Tru IT Support Contract 9-2021- WCC-Richmond (1).pdf
Voices - Tru IT Support Contract 9-2021 - CMO Voices (1) (2).pdf
MASTER CONTRACT VOICES HELLYER 2021_2022.pdf
VOICES MASTER CONTRACT VOICES MORGAN HILL 2021_2022.pdf
MASTER CONTRACT VOICES MOUNT PLEASANT 2021_2022.pdf
MOU NCSOE SELPA CH 21-22 (1) (1) (1).pdf
FACES-Voices MH 2021-2022 Master Contract.pdf
FACES-Voices FM 2021-2022 Master Contract (1).pdf
FACES-Voices Stockton 2021-2022 Master Contract.pdf
FACES-Voices MP 2021-2022 Master Contract.pdf
Voices Charter Rate Card for Services .pdf

KAISER PERMANENTE®
Small Business
3100 Thornton Ave.
Burbank, CA 91504

LIZZETTE RAMIREZ
VOICES COLLEGE-BOUND
LANGUAGE ACADEMIES
6840 VIA DEL ORO STE 160
SAN JOSE, CA 95119-1372

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CALIFORNIA

Your 2021 Renewal

A BETTER WAY TO MANAGE RENEWALS

LIZZETTE RAMIREZ
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
6840 VIA DEL ORO STE 160
SAN JOSE, CA 95119-1372

Group ID: 659709
Renewal Effective Date: September 01, 2021

Fredrick Wiener
Fredrick Doron Wiener

Renewal Monthly Premium: *$66,093.91*
Current Monthly Premium: *$64,465.82*
% Change: *2.53%*
$ Change: *$1,628.09*

Important Information about your renewal

- **If you'd like to continue with your renewal plan(s), there's nothing you need to do.**
- **Premium change —** The 2021 premium estimate shown above is based on your group's current enrollment and may change depending on the number of employees and dependents who actually enroll.
- **Please visit kp.org/smallbusinessrenewals/ca for information on:**
  - 2021 renewal support documents—
    - Refer to the Plan Highlights for all Kaiser Permanente small business medical and dental plans.
    - See our Small Business Guidelines for policy and qualification updates.
  - Gold 80 HMO 500/30 + Child Dental Alt discontinued effective January 1, 2021
  - 2021 change and clarification notices — Learn about plan updates and health benefit changes.

We value your business and are committed to the health of your employees.

NEW PLANS FOR 2021!

We've updated our plan offerings to provide more benefit options starting at $0 deductible and more plans that include chiropractic and acupuncture benefits.

Need help?

Contact your broker or Small Business Account Management Support Team at 800-790-4661, option 3.

To learn how to protect your employees from COVID-19, please visit: healthy.kaiserpermanente.org/health-wellness/coronavirus-information.

CA_RNWL_3/1/19

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Your 2021 renewal checklist

This checklist makes it easy to complete your 2021 renewal. **If your group is undergoing a recertification review,** this renewal or any changes you submit won't be effective until your group has received approval to renew from our Recertification Department. Visit **kp.org/smallbusiness-recertification/ca** for more information.

☐ **1. Review your 2021 plan(s) and premium.**

If you like your renewal coverage and don't want to make any plan or employee changes, please skip to step 4.

☐ **2. Make plan changes.**

- **Renewal Options and Plan Benefits:** This section can help you decide which plan options are right for your business. Many employees like being able to choose from a selection of plan and cost-share options.
- **Plan Highlights and Small Business Guidelines:** For more information about all the plans we offer and for policy and qualification guidelines, visit **kp.org/smallbusinessrenewals/ca.**
- **Health savings account (HSA) and health reimbursement arrangement (HRA) options:** Learn about the advantages of pairing an HDHP or HRA medical plan with an HSA or HRA administered through Kaiser Permanente. See the "Health Payment Accounts" page in the Plan Highlights. Please also call our Small Business Account Management Support Team at **800-790-4661, option 3,** to find out about additional required documents and administration fees for these options.

☐ **3. Make enrollee or dependent changes.**

To make enrollee or dependent changes, download the most current versions of our forms at **kp.org/smallbusinessforms/ca**:

- **Employee Enrollment:** Add employees and their dependents.
- **Employee/Dependent Change:** Update employee and dependent information.
- **Subscriber Termination and Transfer:** Terminate coverage for an employee and dependent. Fax your completed forms to 855-355-5334

☐ **4. Continue to meet grandfathered (nonmetal) plan requirements.**

If you have grandfathered (nonmetal) plans, see the "Understanding your grandfathered (nonmetal) plans" page in this booklet. Make sure any grandfathered (nonmetal) plans continue to meet grandfathering requirements including but not limited to, the requirements regarding employer contribution rates. If any of your grandfathered (nonmetal) plans no longer qualifies for renewal, then you'll need to cancel or replace it. Please note that your group contract will include a representation regarding continued compliance with the requirements for offering grandfathered health plan(s) to your group including your group's contribution rate. Your group is obligated to give immediate notice to Health Plan of any material changes to such grandfathered health plan(s) during the plan year that would cause the loss of grandfathered status of the plan(s).

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☐ **5. Review your ERISA status.**

If your Employee Retirement Income Security Act (ERISA) status shown on the “2021 renewal changes” form is incorrect, please update and fax the requested information to **800-369-8010**, or email it to **amt@kp.org:**.

☐ **6. Submit your changes before your renewal effective date.**

Complete the “2021 renewal changes” form to request any plan changes before your renewal date. **Note:** If you decide to cancel any grandfathered (nonmetal) plans, you won’t be able to go back to it.

- Please be sure to sign and submit **all sections (1–10)** of the form by the 1st of your renewal effective month to **amt@kp.org,** or fax it to **800-369-8010.**
- Plan changes received by 5 p.m. Pacific time (PT) on the 15th of the month will be applied retroactively to the 1st of your renewal month. Plan changes received after 5 p.m. PT on the 15th of the month will be effective on the 1st of the following month.

You'll receive a plan change acknowledgment letter when the request is approved.

☐ **7. Provide your employees and their dependents with SBCs.**

Under the Affordable Care Act (ACA), you’re required to give Summary of Benefits and Coverage (SBC) documents to employees and dependents for the plans they enroll in. For more information about SBCs, please visit **kp.org/smallbusiness-sbc/ca:**.

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VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
Group ID: 659709
Renewal Effective Date: September 01, 2021
Medical Rate Area: 7
Dental Rate Area: A

Your Kaiser Permanente Portfolio

Your current medical plans are listed below. **The lists are not intended to show plan mapping from current plan to renewal plan.** Please see the Medical Plan Renewal Rates census section for employee plan mapping from their current medical plan to their renewal medical plan.

Current Medical Plans	Renewal Medical Plans
Platinum 90 HMO 0/15 + Child Dental Gold 80 HMO 250/25 + Child Dental Silver 70 HMO 2250/50 + Child Dental	Platinum 90 HMO 0/20 + Child Dental Gold 80 HMO 250/35 + Child Dental Silver 70 HMO 2250/55 + Child Dental

Current Dental Plans	Renewal Dental Plans
Not offered	Not offered

Contribution to Employee Medical Plan Premium	Contribution to Dependent Medical Plan Premium
50% of the premium for the plan the employee enrolls in	Not contributing

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VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
Group ID: 659709
Renewal Effective Date: September 01, 2021
Medical Rate Area: 7
Dental Rate Area: A

Medical Plan Renewal Rates

All metal plans cover ACA-defined essential health benefits, which include child dental services only for enrolled children age 0-18. See the Small Business Guidelines at **kp.org/smallbusiness-sbc/ca** for more information

Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
1 **Abrego, Ivan**	Employee	27	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$405.61	$422.93	4.27%	$17.32
					Employee Total	**$405.61**	**$422.93**	**4.27%**	**$17.32**
2 **Aguayo, Vanessa**	Employee	27	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$405.61	$422.93	4.27%	$17.32
					Employee Total	**$405.61**	**$422.93**	**4.27%**	**$17.32**
3 **Alejandre, Carolina**	Employee	31	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$509.30	$520.42	2.18%	$11.12
					Employee Total	**$509.30**	**$520.42**	**2.18%**	**$11.12**
4 **Alfaro, Yasmin**	Employee	23	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$396.10	$403.56	1.88%	$7.46
					Employee Total	**$396.10**	**$403.56**	**1.88%**	**$7.46**
5 **Amador Perez, Veronica**	Employee	27	Employee + Child(ren)	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$459.49	$470.58	2.41%	$11.09
	Dependent	9				$357.26	$357.49	0.06%	$0.23
	Dependent	5				$357.26	$357.49	0.06%	$0.23
					Employee Total	**$1,174.01**	**$1,185.56**	**0.98%**	**$11.55**
6 **Anaya, Fabiana**	Employee	27	Employee + Family	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$345.95	$359.09	3.80%	$13.14
	Spouse	30				$378.05	$388.90	2.87%	$10.85
	Dependent	4				$272.44	$276.11	1.35%	$3.67
					Employee Total	**$996.44**	**$1,024.10**	**2.78%**	**$27.66**

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VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
Group ID: 659709
Renewal Effective Date: September 01, 2021
Medical Rate Area: 7
Dental Rate Area: A

Medical Plan Renewal Rates (continued)

Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
7 **Andrade, Giselle**	Employee	24	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$449.02	0.07%	$0.30
					Employee Total	**$448.72**	**$449.02**	**0.07%**	**$0.30**
8 **Arias, Andres**	Employee	27	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$405.61	$422.93	4.27%	$17.32
					Employee Total	**$405.61**	**$422.93**	**4.27%**	**$17.32**
9 **Avila, Talina**	Employee	30	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$502.12	$509.64	1.50%	$7.52
					Employee Total	**$502.12**	**$509.64**	**1.50%**	**$7.52**
10 **Balassoubramaniane, Yamini**	Employee	43	Employee	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$447.64	$464.97	3.87%	$17.33
					Employee Total	**$447.64**	**$464.97**	**3.87%**	**$17.33**
11 **Banuelos, Liliana**	Employee	25	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$396.10	$405.17	2.29%	$9.07
					Employee Total	**$396.10**	**$405.17**	**2.29%**	**$9.07**
12 **Barahona, Nancy**	Employee	27	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$405.61	$422.93	4.27%	$17.32
					Employee Total	**$405.61**	**$422.93**	**4.27%**	**$17.32**
13 **Barron, Catherine**	Employee	43	Employee + Child(ren)	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$524.84	$547.63	4.34%	$22.79
	Dependent	13				$317.01	$322.71	1.80%	$5.70
					Employee Total	**$841.85**	**$870.34**	**3.38%**	**$28.49**

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Medical Plan Renewal Rates (continued)

Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
14 **Bernal, Roberto**	Employee	33	Employee + Spouse	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$530.84	$537.93	1.34%	$7.09
	Spouse	27				$459.49	$470.58	2.41%	$11.09
					Employee Total	**$990.33**	**$1,008.51**	**1.84%**	**$18.18**
15 **Caballero- Sanchez, Makayla**	Employee	24	Employee	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$337.84	$342.64	1.42%	$4.80
					Employee Total	**$337.84**	**$342.64**	**1.42%**	**$4.80**
16 **Camacho, Karen**	Employee	27	Employee	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$345.95	$359.09	3.80%	$13.14
					Employee Total	**$345.95**	**$359.09**	**3.80%**	**$13.14**
17 **Carrera-villarreal, Brincy**	Employee	27	Employee + Spouse	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$459.49	$470.58	2.41%	$11.09
	Spouse	26				$450.52	$459.80	2.06%	$9.28
					Employee Total	**$910.01**	**$930.38**	**2.24%**	**$20.37**
18 **Carroll, Adrienne**	Employee	30	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$443.24	$458.04	3.34%	$14.80
					Employee Total	**$443.24**	**$458.04**	**3.34%**	**$14.80**
19 **Cervantes, Nina**	Employee	24	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$449.02	0.07%	$0.30
					Employee Total	**$448.72**	**$449.02**	**0.07%**	**$0.30**
20 **Chavez Gama, Miriam**	Employee	26	Employee + Child(ren)	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$450.52	$459.80	2.06%	$9.28
	Dependent	3				$357.26	$357.49	0.06%	$0.23
					Employee Total	**$807.78**	**$817.29**	**1.18%**	**$9.51**

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Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
21 **Corona, Jenifer**	Employee	25	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$450.82	0.47%	$2.10
					Employee Total	**$448.72**	**$450.82**	**0.47%**	**$2.10**
22 **Coughlin, Haley**	Employee	25	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$450.82	0.47%	$2.10
					Employee Total	**$448.72**	**$450.82**	**0.47%**	**$2.10**
23 **Daily, Matthew**	Employee	35	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$544.75	$548.71	0.73%	$3.96
					Employee Total	**$544.75**	**$548.71**	**0.73%**	**$3.96**
24 **Deberry, Christina**	Employee	35	Employee	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$410.14	$418.71	2.09%	$8.57
					Employee Total	**$410.14**	**$418.71**	**2.09%**	**$8.57**
25 **Dension, Sommer**	Employee	25	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$450.82	0.47%	$2.10
					Employee Total	**$448.72**	**$450.82**	**0.47%**	**$2.10**
26 **Do, Que**	Employee	26	Employee	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$339.20	$350.87	3.44%	$11.67
					Employee Total	**$339.20**	**$350.87**	**3.44%**	**$11.67**
27 **Douglas, Emilee**	Employee	22	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$396.10	$403.56	1.88%	$7.46
					Employee Total	**$396.10**	**$403.56**	**1.88%**	**$7.46**
28 **Erway, Brittany**	Employee	30	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$502.12	$509.64	1.50%	$7.52
					Employee Total	**$502.12**	**$509.64**	**1.50%**	**$7.52**

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Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
29 **Fernandez, Bianca**	Employee	24	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$396.10	$403.56	1.88%	$7.46
					Employee Total	**$396.10**	**$403.56**	**1.88%**	**$7.46**
30 **Flores, Deanna**	Employee	58	Employee	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$823.33	$873.06	6.04%	$49.73
					Employee Total	**$823.33**	**$873.06**	**6.04%**	**$49.73**
31 **Gabriel, Brigida**	Employee	27	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$459.49	$470.58	2.41%	$11.09
					Employee Total	**$459.49**	**$470.58**	**2.41%**	**$11.09**
32 **Gamboa, Cesar**	Employee	29	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$430.56	$451.58	4.88%	$21.02
					Employee Total	**$430.56**	**$451.58**	**4.88%**	**$21.02**
33 **Garcia, Elizabeth**	Employee	52	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$836.86	$876.50	4.74%	$39.64
					Employee Total	**$836.86**	**$876.50**	**4.74%**	**$39.64**
34 **Garibay, Jose**	Employee	26	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$397.69	$413.24	3.91%	$15.55
					Employee Total	**$397.69**	**$413.24**	**3.91%**	**$15.55**
35 **Gomez, Daniela**	Employee	29	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$487.76	$502.46	3.01%	$14.70
					Employee Total	**$487.76**	**$502.46**	**3.01%**	**$14.70**
36 **Gomez, Jorge**	Employee	31	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$509.30	$520.42	2.18%	$11.12
					Employee Total	**$509.30**	**$520.42**	**2.18%**	**$11.12**

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Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
37 **Gonzales Camacho, Yeraldin**	Employee	33	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$530.84	$537.93	1.34%	$7.09
					Employee Total	**$530.84**	**$537.93**	**1.34%**	**$7.09**
38 **Gonzalez, Danielle**	Employee	24	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$396.10	$403.56	1.88%	$7.46
					Employee Total	**$396.10**	**$403.56**	**1.88%**	**$7.46**
39 **Gonzalez, Gabriela**	Employee	28	Employee	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$354.06	$372.45	5.19%	$18.39
					Employee Total	**$354.06**	**$372.45**	**5.19%**	**$18.39**
40 **Gonzalez Gutierrez, Karen**	Employee	26	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$450.52	$459.80	2.06%	$9.28
					Employee Total	**$450.52**	**$459.80**	**2.06%**	**$9.28**
41 **Gonzalez Moctezuma, Jesus**	Employee	22	Employee + Spouse	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$449.02	0.07%	$0.30
	Spouse	23				$448.72	$449.02	0.07%	$0.30
					Employee Total	**$897.44**	**$898.04**	**0.07%**	**$0.60**
42 **Gonzalez Rodas, Hector**	Employee	28	Employee	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$354.06	$372.45	5.19%	$18.39
					Employee Total	**$354.06**	**$372.45**	**5.19%**	**$18.39**
43 **Grim, Ellen**	Employee	33	Employee + Family	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$399.67	$410.49	2.71%	$10.82
	Spouse	45				$471.97	$494.78	4.83%	$22.81
	Dependent	1				$272.44	$276.11	1.35%	$3.67
					Employee Total	**$1,144.08**	**$1,181.38**	**3.26%**	**$37.30**

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Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
44 **Gutierrez, Luz**	Employee	43	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$524.84	$547.63	4.34%	$22.79
					Employee Total	**$524.84**	**$547.63**	**4.34%**	**$22.79**
45 **Hernandez, Javier**	Employee	36	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$548.34	$552.30	0.72%	$3.96
					Employee Total	**$548.34**	**$552.30**	**0.72%**	**$3.96**
46 **Herrera, Juanita**	Employee	24	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$396.10	$403.56	1.88%	$7.46
					Employee Total	**$396.10**	**$403.56**	**1.88%**	**$7.46**
47 **Holland, Miriam**	Employee	37	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$487.21	$499.60	2.54%	$12.39
					Employee Total	**$487.21**	**$499.60**	**2.54%**	**$12.39**
48 **Hunt, Zoe**	Employee	25	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$450.82	0.47%	$2.10
					Employee Total	**$448.72**	**$450.82**	**0.47%**	**$2.10**
49 **Ibanez, Genesis**	Employee	28	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$470.26	$488.09	3.79%	$17.83
					Employee Total	**$470.26**	**$488.09**	**3.79%**	**$17.83**
50 **Jacinto, Olivia**	Employee	57	Employee	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$788.19	$835.02	5.94%	$46.83
					Employee Total	**$788.19**	**$835.02**	**5.94%**	**$46.83**
51 **Jeronimo, Areny**	Employee	28	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$415.12	$438.67	5.67%	$23.55
					Employee Total	**$415.12**	**$438.67**	**5.67%**	**$23.55**

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Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
52 **Jimenez, Stephanie**	Employee	27	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$459.49	$470.58	2.41%	$11.09
					Employee Total	**$459.49**	**$470.58**	**2.41%**	**$11.09**
53 **Juarez, Lizette**	Employee	22	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$396.10	$403.56	1.88%	$7.46
					Employee Total	**$396.10**	**$403.56**	**1.88%**	**$7.46**
54 **Kessel, Jaqueline**	Employee	24	Employee	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$337.84	$342.64	1.42%	$4.80
					Employee Total	**$337.84**	**$342.64**	**1.42%**	**$4.80**
55 **Lemus, Maria**	Employee	25	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$450.82	0.47%	$2.10
					Employee Total	**$448.72**	**$450.82**	**0.47%**	**$2.10**
56 **Leon Hernandez, America**	Employee	25	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$450.82	0.47%	$2.10
					Employee Total	**$448.72**	**$450.82**	**0.47%**	**$2.10**
57 **Lopez, Edgar**	Employee	28	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$470.26	$488.09	3.79%	$17.83
					Employee Total	**$470.26**	**$488.09**	**3.79%**	**$17.83**
58 **Lopez Serrano, Luisa**	Employee	24	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$449.02	0.07%	$0.30
					Employee Total	**$448.72**	**$449.02**	**0.07%**	**$0.30**
59 **Lorenzo, Adilene**	Employee	23	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$396.10	$403.56	1.88%	$7.46
					Employee Total	**$396.10**	**$403.56**	**1.88%**	**$7.46**

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Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
60 **Loya, Patricia**	Employee	52	Employee	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$630.08	$668.84	6.15%	$38.76
					Employee Total	**$630.08**	**$668.84**	**6.15%**	**$38.76**
61 **Luquin, Ivan**	Employee	29	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$487.76	$502.46	3.01%	$14.70
					Employee Total	**$487.76**	**$502.46**	**3.01%**	**$14.70**
62 **Mallamace, Megan**	Employee	41	Employee + Child(ren)	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$506.22	$525.43	3.79%	$19.21
	Dependent	10				$317.01	$322.71	1.80%	$5.70
					Employee Total	**$823.23**	**$848.14**	**3.03%**	**$24.91**
63 **Martin, Ricardo**	Employee	31	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$449.58	$467.72	4.03%	$18.14
					Employee Total	**$449.58**	**$467.72**	**4.03%**	**$18.14**
64 **Martinez, Alma**	Employee	25	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$396.10	$405.17	2.29%	$9.07
					Employee Total	**$396.10**	**$405.17**	**2.29%**	**$9.07**
65 **Martinez Almanza, Alma**	Employee	26	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$397.69	$413.24	3.91%	$15.55
					Employee Total	**$397.69**	**$413.24**	**3.91%**	**$15.55**
66 **Mason, Jonathan**	Employee	23	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$449.02	0.07%	$0.30
					Employee Total	**$448.72**	**$449.02**	**0.07%**	**$0.30**

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Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
67 **Mcguigan, Madelyn**	Employee	26	Employee + Spouse	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$450.52	$459.80	2.06%	$9.28
	Spouse	26				$450.52	$459.80	2.06%	$9.28
					Employee Total	**$901.04**	**$919.60**	**2.06%**	**$18.56**
68 **Mendoza, Carmina**	Employee	52	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$738.73	$787.74	6.63%	$49.01
					Employee Total	**$738.73**	**$787.74**	**6.63%**	**$49.01**
69 **Mijangos, Ariana**	Employee	23	Employee + Child(ren)	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$337.84	$342.64	1.42%	$4.80
	Dependent	1				$272.44	$276.11	1.35%	$3.67
					Employee Total	**$610.28**	**$618.75**	**1.39%**	**$8.47**
70 **Monterrosa, Vanessa**	Employee	26	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$450.52	$459.80	2.06%	$9.28
					Employee Total	**$450.52**	**$459.80**	**2.06%**	**$9.28**
71 **Moore, Marie**	Employee	43	Employee	Silver 70 HMO 2250/50 + Child Dental	Silver 70 HMO 2250/55 + Child Dental	$447.64	$464.97	3.87%	$17.33
					Employee Total	**$447.64**	**$464.97**	**3.87%**	**$17.33**
72 **Morales, Biridiana**	Employee	24	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$449.02	0.07%	$0.30
					Employee Total	**$448.72**	**$449.02**	**0.07%**	**$0.30**
73 **Moreno, Anthony**	Employee	30	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$443.24	$458.04	3.34%	$14.80
					Employee Total	**$443.24**	**$458.04**	**3.34%**	**$14.80**

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Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
74 **Morones, Rosaura**	Employee	25	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$450.82	0.47%	$2.10
					Employee Total	**$448.72**	**$450.82**	**0.47%**	**$2.10**
75 **Munoz, Alejandra**	Employee	22	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$396.10	$403.56	1.88%	$7.46
					Employee Total	**$396.10**	**$403.56**	**1.88%**	**$7.46**
76 **Natarajan, Priyasundari**	Employee	25	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$396.10	$405.17	2.29%	$9.07
					Employee Total	**$396.10**	**$405.17**	**2.29%**	**$9.07**
77 **Nunez, Romelia**	Employee	43	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$594.56	$609.33	2.48%	$14.77
					Employee Total	**$594.56**	**$609.33**	**2.48%**	**$14.77**
78 **Ojeda, Maria**	Employee	26	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$450.52	$459.80	2.06%	$9.28
					Employee Total	**$450.52**	**$459.80**	**2.06%**	**$9.28**
79 **Olivares Ruiz, Rafael**	Employee	24	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$449.02	0.07%	$0.30
					Employee Total	**$448.72**	**$449.02**	**0.07%**	**$0.30**
80 **Ortiz, Joselyn**	Employee	28	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$415.12	$438.67	5.67%	$23.55
					Employee Total	**$415.12**	**$438.67**	**5.67%**	**$23.55**
81 **Osuna, Alejandra**	Employee	26	Employee + Spouse	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$397.69	$413.24	3.91%	$15.55
	Spouse	26				$397.69	$413.24	3.91%	$15.55
					Employee Total	**$795.38**	**$826.48**	**3.91%**	**$31.10**

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Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
82 **Pacheco, Yvette**	Employee	24	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$449.02	0.07%	$0.30
					Employee Total	**$448.72**	**$449.02**	**0.07%**	**$0.30**
83 **Pearson, Elena**	Employee	41	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$573.47	$584.63	1.95%	$11.16
					Employee Total	**$573.47**	**$584.63**	**1.95%**	**$11.16**
84 **Perales, Abbygael**	Employee	25	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$396.10	$405.17	2.29%	$9.07
					Employee Total	**$396.10**	**$405.17**	**2.29%**	**$9.07**
85 **Perez-garcia, Karla**	Employee	28	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$470.26	$488.09	3.79%	$17.83
					Employee Total	**$470.26**	**$488.09**	**3.79%**	**$17.83**
86 **Quintanilla, Gabriela**	Employee	28	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$415.12	$438.67	5.67%	$23.55
					Employee Total	**$415.12**	**$438.67**	**5.67%**	**$23.55**
87 **Ramirez, Ana**	Employee	41	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$573.47	$584.63	1.95%	$11.16
					Employee Total	**$573.47**	**$584.63**	**1.95%**	**$11.16**
88 **Ramirez Soto, Lizbeth**	Employee	24	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$449.02	0.07%	$0.30
					Employee Total	**$448.72**	**$449.02**	**0.07%**	**$0.30**
89 **Reyes, Nataly**	Employee	27	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$459.49	$470.58	2.41%	$11.09
					Employee Total	**$459.49**	**$470.58**	**2.41%**	**$11.09**

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Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
90 **Reyes Ruiz, Jessica**	Employee	37	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$551.93	$555.89	0.72%	$3.96
					Employee Total	**$551.93**	**$555.89**	**0.72%**	**$3.96**
91 **Riahi, Elaheh**	Employee	38	Employee + Child(ren)	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$555.52	$559.48	0.71%	$3.96
	Dependent	3				$357.26	$357.49	0.06%	$0.23
	Dependent	1				$357.26	$357.49	0.06%	$0.23
					Employee Total	**$1,270.04**	**$1,274.46**	**0.35%**	**$4.42**
92 **Rios, Santiago**	Employee	37	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$487.21	$499.60	2.54%	$12.39
					Employee Total	**$487.21**	**$499.60**	**2.54%**	**$12.39**
93 **Rivas, Alyce**	Employee	29	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$487.76	$502.46	3.01%	$14.70
					Employee Total	**$487.76**	**$502.46**	**3.01%**	**$14.70**
94 **Rocha-ortiz, Bertha**	Employee	27	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$459.49	$470.58	2.41%	$11.09
					Employee Total	**$459.49**	**$470.58**	**2.41%**	**$11.09**
95 **Rodriguez, Julissa**	Employee	23	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$449.02	0.07%	$0.30
					Employee Total	**$448.72**	**$449.02**	**0.07%**	**$0.30**
96 **Rosas, Michelle**	Employee	27	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$405.61	$422.93	4.27%	$17.32
					Employee Total	**$405.61**	**$422.93**	**4.27%**	**$17.32**

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Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
97 **Rosas, Sandra**	Employee	27	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$405.61	$422.93	4.27%	$17.32
					Employee Total	**$405.61**	**$422.93**	**4.27%**	**$17.32**
98 **Rubio, Yesenia**	Employee	25	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$396.10	$405.17	2.29%	$9.07
					Employee Total	**$396.10**	**$405.17**	**2.29%**	**$9.07**
99 **Ruiz, Roberto**	Employee	27	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$405.61	$422.93	4.27%	$17.32
					Employee Total	**$405.61**	**$422.93**	**4.27%**	**$17.32**
100 **Samano Ruiz, Mayra**	Employee	38	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$490.38	$502.83	2.54%	$12.45
					Employee Total	**$490.38**	**$502.83**	**2.54%**	**$12.45**
101 **Sanchez, Elizabeth**	Employee	37	Employee + Spouse	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$551.93	$555.89	0.72%	$3.96
	Spouse	44				$608.91	$627.29	3.02%	$18.38
					Employee Total	**$1,160.84**	**$1,183.18**	**1.92%**	**$22.34**
102 **Sanchez, Jasmine**	Employee	26	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$397.69	$413.24	3.91%	$15.55
					Employee Total	**$397.69**	**$413.24**	**3.91%**	**$15.55**
103 **Sanchez, Rogelio**	Employee	61	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$1,217.83	$1,261.76	3.61%	$43.93
					Employee Total	**$1,217.83**	**$1,261.76**	**3.61%**	**$43.93**
104 **Santiago, Eduardo**	Employee	27	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$459.49	$470.58	2.41%	$11.09
					Employee Total	**$459.49**	**$470.58**	**2.41%**	**$11.09**

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Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
105 **Silva, Serafin**	Employee	25	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$450.82	0.47%	$2.10
					Employee Total	**$448.72**	**$450.82**	**0.47%**	**$2.10**
106 **Solorzano, Maria**	Employee	39	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$493.55	$509.29	3.19%	$15.74
					Employee Total	**$493.55**	**$509.29**	**3.19%**	**$15.74**
107 **Soto, Cynthia**	Employee	25	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$450.82	0.47%	$2.10
					Employee Total	**$448.72**	**$450.82**	**0.47%**	**$2.10**
108 **Soto-morales, Rodrigo**	Employee	35	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$480.87	$493.15	2.55%	$12.28
					Employee Total	**$480.87**	**$493.15**	**2.55%**	**$12.28**
109 **Tejada, Ana**	Employee	32	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$459.08	$477.41	3.99%	$18.33
					Employee Total	**$459.08**	**$477.41**	**3.99%**	**$18.33**
110 **Tejada, Maria**	Employee	23	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$449.02	0.07%	$0.30
					Employee Total	**$448.72**	**$449.02**	**0.07%**	**$0.30**
111 **Teran, Nubia**	Employee	27	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$459.49	$470.58	2.41%	$11.09
					Employee Total	**$459.49**	**$470.58**	**2.41%**	**$11.09**

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Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
112 **Teso, Frances**	Employee	52	Employee + Family	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$836.86	$876.50	4.74%	$39.64
	Spouse	53				$875.90	$916.01	4.58%	$40.11
	Dependent	24				$448.72	$449.02	0.07%	$0.30
	Dependent	22				$448.72	$449.02	0.07%	$0.30
					Employee Total	**$2,610.20**	**$2,690.55**	**3.08%**	**$80.35**
113 **Torres, Catherine**	Employee	26	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$397.69	$413.24	3.91%	$15.55
					Employee Total	**$397.69**	**$413.24**	**3.91%**	**$15.55**
114 **Valencia Ruiz, Ashley**	Employee	25	Employee	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$448.72	$450.82	0.47%	$2.10
					Employee Total	**$448.72**	**$450.82**	**0.47%**	**$2.10**
115 **Villalobos, Llesenia**	Employee	27	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$405.61	$422.93	4.27%	$17.32
					Employee Total	**$405.61**	**$422.93**	**4.27%**	**$17.32**
116 **Villanueva, Jose**	Employee	35	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$480.87	$493.15	2.55%	$12.28
					Employee Total	**$480.87**	**$493.15**	**2.55%**	**$12.28**
117 **Villasenor, Juan**	Employee	34	Employee + Child(ren)	Platinum 90 HMO 0/15 + Child Dental	Platinum 90 HMO 0/20 + Child Dental	$537.57	$545.12	1.40%	$7.55
	Dependent	2				$357.26	$357.49	0.06%	$0.23
					Employee Total	**$894.83**	**$902.61**	**0.87%**	**$7.78**

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Employee Name	Status	Age at Renewal	Tier	Current Medical Plan	Renewal Medical Plan	Current Rate	Renewal Rate	% Change	$ Change
118 **Zhu, Silvia**	Employee	29	Employee	Gold 80 HMO 250/25 + Child Dental	Gold 80 HMO 250/35 + Child Dental	$430.56	$451.58	4.88%	$21.02
					Employee Total	**$430.56**	**$451.58**	**4.88%**	**$21.02**

Total Employee Premium	$55,431.71	$56,897.76	2.64%	$1,466.05
Total Dependent Premium	$9,034.11	$9,196.15	1.79%	$162.04
Total Monthly Premium	**$64,465.82**	**$66,093.91**	**2.53%**	**$1,628.09**

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Renewal Options: HMO Plans

Employee Name	Status	Age at Renewal	Tier	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/20 + Child Dental	Gold 80 HMO 0/30 + Child Dental Alt	Gold 80 HMO 250/35 + Child Dental	Gold 80 HMO 1000/40 + Child Dental Alt
1 **Abrego, Ivan**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
2 **Aguayo, Vanessa**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
3 **Alejandre, Carolina**	Employee	31	Employee	$530.05	$520.42	$495.47	$467.72	$441.74
4 **Alfaro, Yasmin**	Employee	23	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
5 **Amador Perez, Veronica**	Employee	27	Employee + Child(ren)	$479.28	$470.58	$448.02	$422.93	$399.43
	Dependent	9		$363.85	$357.49	$341.03	$322.71	$305.56
	Dependent	5		$363.85	$357.49	$341.03	$322.71	$305.56
6 **Anaya, Fabiana**	Employee	27	Employee + Family	$479.28	$470.58	$448.02	$422.93	$399.43
	Spouse	30		$519.07	$509.64	$485.21	$458.04	$432.59
	Dependent	4		$363.85	$357.49	$341.03	$322.71	$305.56
7 **Andrade, Giselle**	Employee	24	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
8 **Arias, Andres**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
9 **Avila, Talina**	Employee	30	Employee	$519.07	$509.64	$485.21	$458.04	$432.59
10 **Balassoubramaniane, Yamini**	Employee	43	Employee	$620.60	$609.33	$580.11	$547.63	$517.20
11 **Banuelos, Liliana**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
12 **Barahona, Nancy**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
13 **Barron, Catherine**	Employee	43	Employee + Child(ren)	$620.60	$609.33	$580.11	$547.63	$517.20
	Dependent	13		$363.85	$357.49	$341.03	$322.71	$305.56
14 **Bernal, Roberto**	Employee	33	Employee + Spouse	$547.88	$537.93	$512.14	$483.46	$456.60
	Spouse	27		$479.28	$470.58	$448.02	$422.93	$399.43

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Employee Name	Status	Age at Renewal	Tier	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/20 + Child Dental	Gold 80 HMO 0/30 + Child Dental Alt	Gold 80 HMO 250/35 + Child Dental	Gold 80 HMO 1000/40 + Child Dental Alt
15 **Caballero- Sanchez, Makayla**	Employee	24	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
16 **Camacho, Karen**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
17 **Carrera-villarreal, Brincy**	Employee	27	Employee + Spouse	$479.28	$470.58	$448.02	$422.93	$399.43
	Spouse	26		$468.31	$459.80	$437.76	$413.24	$390.28
18 **Carroll, Adrienne**	Employee	30	Employee	$519.07	$509.64	$485.21	$458.04	$432.59
19 **Cervantes, Nina**	Employee	24	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
20 **Chavez Gama, Miriam**	Employee	26	Employee + Child(ren)	$468.31	$459.80	$437.76	$413.24	$390.28
	Dependent	3		$363.85	$357.49	$341.03	$322.71	$305.56
21 **Corona, Jenifer**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
22 **Coughlin, Haley**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
23 **Daily, Matthew**	Employee	35	Employee	$558.86	$548.71	$522.40	$493.15	$465.75
24 **Deberry, Christina**	Employee	35	Employee	$558.86	$548.71	$522.40	$493.15	$465.75
25 **Dension, Sommer**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
26 **Do, Que**	Employee	26	Employee	$468.31	$459.80	$437.76	$413.24	$390.28
27 **Douglas, Emilee**	Employee	22	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
28 **Erway, Brittany**	Employee	30	Employee	$519.07	$509.64	$485.21	$458.04	$432.59
29 **Fernandez, Bianca**	Employee	24	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
30 **Flores, Deanna**	Employee	58	Employee	$1,165.28	$1,144.11	$1,089.26	$1,028.26	$971.14
31 **Gabriel, Brigida**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
32 **Gamboa, Cesar**	Employee	29	Employee	$511.75	$502.46	$478.37	$451.58	$426.49
33 **Garcia, Elizabeth**	Employee	52	Employee	$892.71	$876.50	$834.47	$787.74	$743.98
34 **Garibay, Jose**	Employee	26	Employee	$468.31	$459.80	$437.76	$413.24	$390.28
35 **Gomez, Daniela**	Employee	29	Employee	$511.75	$502.46	$478.37	$451.58	$426.49

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Employee Name	Status	Age at Renewal	Tier	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/20 + Child Dental	Gold 80 HMO 0/30 + Child Dental Alt	Gold 80 HMO 250/35 + Child Dental	Gold 80 HMO 1000/40 + Child Dental Alt
36 **Gomez, Jorge**	Employee	31	Employee	$530.05	$520.42	$495.47	$467.72	$441.74
37 **Gonzales Camacho, Yeraldin**	Employee	33	Employee	$547.88	$537.93	$512.14	$483.46	$456.60
38 **Gonzalez, Danielle**	Employee	24	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
39 **Gonzalez, Gabriela**	Employee	28	Employee	$497.12	$488.09	$464.69	$438.67	$414.30
40 **Gonzalez Gutierrez, Karen**	Employee	26	Employee	$468.31	$459.80	$437.76	$413.24	$390.28
41 **Gonzalez Moctezuma, Jesus**	Employee	22	Employee + Spouse	$457.33	$449.02	$427.50	$403.56	$381.14
	Spouse	23		$457.33	$449.02	$427.50	$403.56	$381.14
42 **Gonzalez Rodas, Hector**	Employee	28	Employee	$497.12	$488.09	$464.69	$438.67	$414.30
43 **Grim, Ellen**	Employee	33	Employee + Family	$547.88	$537.93	$512.14	$483.46	$456.60
	Spouse	45		$660.39	$648.39	$617.31	$582.74	$550.36
	Dependent	1		$363.85	$357.49	$341.03	$322.71	$305.56
44 **Gutierrez, Luz**	Employee	43	Employee	$620.60	$609.33	$580.11	$547.63	$517.20
45 **Hernandez, Javier**	Employee	36	Employee	$562.52	$552.30	$525.82	$496.37	$468.80
46 **Herrera, Juanita**	Employee	24	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
47 **Holland, Miriam**	Employee	37	Employee	$566.17	$555.89	$529.24	$499.60	$471.85
48 **Hunt, Zoe**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
49 **Ibanez, Genesis**	Employee	28	Employee	$497.12	$488.09	$464.69	$438.67	$414.30
50 **Jacinto, Olivia**	Employee	57	Employee	$1,114.51	$1,094.27	$1,041.81	$983.47	$928.83
51 **Jeronimo, Areny**	Employee	28	Employee	$497.12	$488.09	$464.69	$438.67	$414.30
52 **Jimenez, Stephanie**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
53 **Juarez, Lizette**	Employee	22	Employee	$457.33	$449.02	$427.50	$403.56	$381.14

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/20 + Child Dental	Gold 80 HMO 0/30 + Child Dental Alt	Gold 80 HMO 250/35 + Child Dental	Gold 80 HMO 1000/40 + Child Dental Alt
54 **Kessel, Jaqueline**	Employee	24	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
55 **Lemus, Maria**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
56 **Leon Hernandez, America**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
57 **Lopez, Edgar**	Employee	28	Employee	$497.12	$488.09	$464.69	$438.67	$414.30
58 **Lopez Serrano, Luisa**	Employee	24	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
59 **Lorenzo, Adilene**	Employee	23	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
60 **Loya, Patricia**	Employee	52	Employee	$892.71	$876.50	$834.47	$787.74	$743.98
61 **Luquin, Ivan**	Employee	29	Employee	$511.75	$502.46	$478.37	$451.58	$426.49
62 **Mallamace, Megan**	Employee	41	Employee + Child(ren)	$595.44	$584.63	$556.60	$525.43	$496.24
	Dependent	10		$363.85	$357.49	$341.03	$322.71	$305.56
63 **Martin, Ricardo**	Employee	31	Employee	$530.05	$520.42	$495.47	$467.72	$441.74
64 **Martinez, Alma**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
65 **Martinez Almanza, Alma**	Employee	26	Employee	$468.31	$459.80	$437.76	$413.24	$390.28
66 **Mason, Jonathan**	Employee	23	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
67 **Mcguigan, Madelyn**	Employee	26	Employee + Spouse	$468.31	$459.80	$437.76	$413.24	$390.28
	Spouse	26		$468.31	$459.80	$437.76	$413.24	$390.28
68 **Mendoza, Carmina**	Employee	52	Employee	$892.71	$876.50	$834.47	$787.74	$743.98
69 **Mijangos, Ariana**	Employee	23	Employee + Child(ren)	$457.33	$449.02	$427.50	$403.56	$381.14
	Dependent	1		$363.85	$357.49	$341.03	$322.71	$305.56
70 **Monterrosa, Vanessa**	Employee	26	Employee	$468.31	$459.80	$437.76	$413.24	$390.28
71 **Moore, Marie**	Employee	43	Employee	$620.60	$609.33	$580.11	$547.63	$517.20

KAISER PERMANENTE®

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/20 + Child Dental	Gold 80 HMO 0/30 + Child Dental Alt	Gold 80 HMO 250/35 + Child Dental	Gold 80 HMO 1000/40 + Child Dental Alt
72 **Morales, Biridiana**	Employee	24	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
73 **Moreno, Anthony**	Employee	30	Employee	$519.07	$509.64	$485.21	$458.04	$432.59
74 **Morones, Rosaura**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
75 **Munoz, Alejandra**	Employee	22	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
76 **Natarajan, Priyasundari**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
77 **Nunez, Romelia**	Employee	43	Employee	$620.60	$609.33	$580.11	$547.63	$517.20
78 **Ojeda, Maria**	Employee	26	Employee	$468.31	$459.80	$437.76	$413.24	$390.28
79 **Olivares Ruiz, Rafael**	Employee	24	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
80 **Ortiz, Joselyn**	Employee	28	Employee	$497.12	$488.09	$464.69	$438.67	$414.30
81 **Osuna, Alejandra**	Employee	26	Employee + Spouse	$468.31	$459.80	$437.76	$413.24	$390.28
	Spouse	26		$468.31	$459.80	$437.76	$413.24	$390.28
82 **Pacheco, Yvette**	Employee	24	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
83 **Pearson, Elena**	Employee	41	Employee	$595.44	$584.63	$556.60	$525.43	$496.24
84 **Perales, Abbygael**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
85 **Perez-garcia, Karla**	Employee	28	Employee	$497.12	$488.09	$464.69	$438.67	$414.30
86 **Quintanilla, Gabriela**	Employee	28	Employee	$497.12	$488.09	$464.69	$438.67	$414.30
87 **Ramirez, Ana**	Employee	41	Employee	$595.44	$584.63	$556.60	$525.43	$496.24
88 **Ramirez Soto, Lizbeth**	Employee	24	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
89 **Reyes, Nataly**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
90 **Reyes Ruiz, Jessica**	Employee	37	Employee	$566.17	$555.89	$529.24	$499.60	$471.85

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VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/20 + Child Dental	Gold 80 HMO 0/30 + Child Dental Alt	Gold 80 HMO 250/35 + Child Dental	Gold 80 HMO 1000/40 + Child Dental Alt
91 **Riahi, Elaheh**	Employee	38	Employee + Child(ren)	$569.83	$559.48	$532.66	$502.83	$474.90
	Dependent	3		$363.85	$357.49	$341.03	$322.71	$305.56
	Dependent	1		$363.85	$357.49	$341.03	$322.71	$305.56
92 **Rios, Santiago**	Employee	37	Employee	$566.17	$555.89	$529.24	$499.60	$471.85
93 **Rivas, Alyce**	Employee	29	Employee	$511.75	$502.46	$478.37	$451.58	$426.49
94 **Rocha-ortiz, Bertha**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
95 **Rodriguez, Julissa**	Employee	23	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
96 **Rosas, Michelle**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
97 **Rosas, Sandra**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
98 **Rubio, Yesenia**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
99 **Ruiz, Roberto**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
100 **Samano Ruiz, Mayra**	Employee	38	Employee	$569.83	$559.48	$532.66	$502.83	$474.90
101 **Sanchez, Elizabeth**	Employee	37	Employee + Spouse	$566.17	$555.89	$529.24	$499.60	$471.85
	Spouse	44		$638.89	$627.29	$597.21	$563.77	$532.45
102 **Sanchez, Jasmine**	Employee	26	Employee	$468.31	$459.80	$437.76	$413.24	$390.28
103 **Sanchez, Rogelio**	Employee	61	Employee	$1,285.10	$1,261.76	$1,201.27	$1,133.99	$1,071.00
104 **Santiago, Eduardo**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
105 **Silva, Serafin**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
106 **Solorzano, Maria**	Employee	39	Employee	$577.15	$566.67	$539.50	$509.29	$481.00
107 **Soto, Cynthia**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
108 **Soto-morales, Rodrigo**	Employee	35	Employee	$558.86	$548.71	$522.40	$493.15	$465.75
109 **Tejada, Ana**	Employee	32	Employee	$541.02	$531.20	$505.73	$477.41	$450.89

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/20 + Child Dental	Gold 80 HMO 0/30 + Child Dental Alt	Gold 80 HMO 250/35 + Child Dental	Gold 80 HMO 1000/40 + Child Dental Alt
110 **Tejada, Maria**	Employee	23	Employee	$457.33	$449.02	$427.50	$403.56	$381.14
111 **Teran, Nubia**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
112 **Teso, Frances**	Employee	52	Employee + Family	$892.71	$876.50	$834.47	$787.74	$743.98
	Spouse	53		$932.95	$916.01	$872.09	$823.26	$777.52
	Dependent	24		$457.33	$449.02	$427.50	$403.56	$381.14
	Dependent	22		$457.33	$449.02	$427.50	$403.56	$381.14
113 **Torres, Catherine**	Employee	26	Employee	$468.31	$459.80	$437.76	$413.24	$390.28
114 **Valencia Ruiz, Ashley**	Employee	25	Employee	$459.16	$450.82	$429.21	$405.17	$382.66
115 **Villalobos, Llesenia**	Employee	27	Employee	$479.28	$470.58	$448.02	$422.93	$399.43
116 **Villanueva, Jose**	Employee	35	Employee	$558.86	$548.71	$522.40	$493.15	$465.75
117 **Villasenor, Juan**	Employee	34	Employee + Child(ren)	$555.20	$545.12	$518.98	$489.92	$462.70
	Dependent	2		$363.85	$357.49	$341.03	$322.71	$305.56
118 **Zhu, Silvia**	Employee	29	Employee	$511.75	$502.46	$478.37	$451.58	$426.49

Total Employee Premium	$62,473.61	$61,338.94	$58,398.39	$55,127.98	$52,065.23
Total Dependent Premium	$10,009.85	$9,830.76	$9,366.95	$8,850.95	$8,367.77
Total Monthly Premium	**$72,483.46**	**$71,169.70**	**$67,765.34**	**$63,978.93**	**$60,433.00**
Differential from current premium if all members renew on this plan	**12.44%**	**10.40%**	**5.12%**	**-0.76%**	**-6.26%**

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Gold 80 HRA HMO 2250/35 + Child Dental	Silver 70 HMO 1650/55 + Child Dental Alt	Silver 70 HMO 2100/55 + Child Dental Alt	Silver 70 HMO 2250/55 + Child Dental	Silver 70 HMO 2600/55 + Child Dental Alt
1 **Abrego, Ivan**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
2 **Aguayo, Vanessa**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
3 **Alejandre, Carolina**	Employee	31	Employee	$415.92	$399.97	$392.70	$397.12	$386.12
4 **Alfaro, Yasmin**	Employee	23	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
5 **Amador Perez, Veronica**	Employee	27	Employee + Child(ren)	$376.09	$361.66	$355.09	$359.09	$349.14
	Dependent	9		$288.52	$277.99	$273.19	$276.11	$268.85
	Dependent	5		$288.52	$277.99	$273.19	$276.11	$268.85
6 **Anaya, Fabiana**	Employee	27	Employee + Family	$376.09	$361.66	$355.09	$359.09	$349.14
	Spouse	30		$407.31	$391.68	$384.57	$388.90	$378.12
	Dependent	4		$288.52	$277.99	$273.19	$276.11	$268.85
7 **Andrade, Giselle**	Employee	24	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
8 **Arias, Andres**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
9 **Avila, Talina**	Employee	30	Employee	$407.31	$391.68	$384.57	$388.90	$378.12
10 **Balassoubramaniane, Yamini**	Employee	43	Employee	$486.98	$468.29	$459.79	$464.97	$452.08
11 **Banuelos, Liliana**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48
12 **Barahona, Nancy**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
13 **Barron, Catherine**	Employee	43	Employee + Child(ren)	$486.98	$468.29	$459.79	$464.97	$452.08
	Dependent	13		$288.52	$277.99	$273.19	$276.11	$268.85
14 **Bernal, Roberto**	Employee	33	Employee + Spouse	$429.92	$413.42	$405.92	$410.49	$399.11
	Spouse	27		$376.09	$361.66	$355.09	$359.09	$349.14

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Gold 80 HRA HMO 2250/35 + Child Dental	Silver 70 HMO 1650/55 + Child Dental Alt	Silver 70 HMO 2100/55 + Child Dental Alt	Silver 70 HMO 2250/55 + Child Dental	Silver 70 HMO 2600/55 + Child Dental Alt
15 **Caballero- Sanchez, Makayla**	Employee	24	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
16 **Camacho, Karen**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
17 **Carrera-villarreal, Brincy**	Employee	27	Employee + Spouse	$376.09	$361.66	$355.09	$359.09	$349.14
	Spouse	26		$367.47	$353.38	$346.96	$350.87	$341.15
18 **Carroll, Adrienne**	Employee	30	Employee	$407.31	$391.68	$384.57	$388.90	$378.12
19 **Cervantes, Nina**	Employee	24	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
20 **Chavez Gama, Miriam**	Employee	26	Employee + Child(ren)	$367.47	$353.38	$346.96	$350.87	$341.15
	Dependent	3		$288.52	$277.99	$273.19	$276.11	$268.85
21 **Corona, Jenifer**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48
22 **Coughlin, Haley**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48
23 **Daily, Matthew**	Employee	35	Employee	$438.53	$421.71	$414.05	$418.71	$407.11
24 **Deberry, Christina**	Employee	35	Employee	$438.53	$421.71	$414.05	$418.71	$407.11
25 **Dension, Sommer**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48
26 **Do, Que**	Employee	26	Employee	$367.47	$353.38	$346.96	$350.87	$341.15
27 **Douglas, Emilee**	Employee	22	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
28 **Erway, Brittany**	Employee	30	Employee	$407.31	$391.68	$384.57	$388.90	$378.12
29 **Fernandez, Bianca**	Employee	24	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
30 **Flores, Deanna**	Employee	58	Employee	$914.38	$879.30	$863.34	$873.06	$848.87
31 **Gabriel, Brigida**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
32 **Gamboa, Cesar**	Employee	29	Employee	$401.57	$386.16	$379.15	$383.42	$372.79
33 **Garcia, Elizabeth**	Employee	52	Employee	$700.50	$673.63	$661.39	$668.84	$650.31
34 **Garibay, Jose**	Employee	26	Employee	$367.47	$353.38	$346.96	$350.87	$341.15

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Gold 80 HRA HMO 2250/35 + Child Dental	Silver 70 HMO 1650/55 + Child Dental Alt	Silver 70 HMO 2100/55 + Child Dental Alt	Silver 70 HMO 2250/55 + Child Dental	Silver 70 HMO 2600/55 + Child Dental Alt
35 **Gomez, Daniela**	Employee	29	Employee	$401.57	$386.16	$379.15	$383.42	$372.79
36 **Gomez, Jorge**	Employee	31	Employee	$415.92	$399.97	$392.70	$397.12	$386.12
37 **Gonzales Camacho, Yeraldin**	Employee	33	Employee	$429.92	$413.42	$405.92	$410.49	$399.11
38 **Gonzalez, Danielle**	Employee	24	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
39 **Gonzalez, Gabriela**	Employee	28	Employee	$390.08	$375.12	$368.31	$372.45	$362.13
40 **Gonzalez Gutierrez, Karen**	Employee	26	Employee	$367.47	$353.38	$346.96	$350.87	$341.15
41 **Gonzalez Moctezuma, Jesus**	Employee	22	Employee + Spouse	$358.86	$345.10	$338.83	$342.64	$333.15
	Spouse	23		$358.86	$345.10	$338.83	$342.64	$333.15
42 **Gonzalez Rodas, Hector**	Employee	28	Employee	$390.08	$375.12	$368.31	$372.45	$362.13
43 **Grim, Ellen**	Employee	33	Employee + Family	$429.92	$413.42	$405.92	$410.49	$399.11
	Spouse	45		$518.20	$498.32	$489.27	$494.78	$481.07
	Dependent	1		$288.52	$277.99	$273.19	$276.11	$268.85
44 **Gutierrez, Luz**	Employee	43	Employee	$486.98	$468.29	$459.79	$464.97	$452.08
45 **Hernandez, Javier**	Employee	36	Employee	$441.40	$424.47	$416.76	$421.45	$409.77
46 **Herrera, Juanita**	Employee	24	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
47 **Holland, Miriam**	Employee	37	Employee	$444.27	$427.23	$419.47	$424.19	$412.44
48 **Hunt, Zoe**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48
49 **Ibanez, Genesis**	Employee	28	Employee	$390.08	$375.12	$368.31	$372.45	$362.13
50 **Jacinto, Olivia**	Employee	57	Employee	$874.55	$841.00	$825.73	$835.02	$811.89
51 **Jeronimo, Areny**	Employee	28	Employee	$390.08	$375.12	$368.31	$372.45	$362.13

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Gold 80 HRA HMO 2250/35 + Child Dental	Silver 70 HMO 1650/55 + Child Dental Alt	Silver 70 HMO 2100/55 + Child Dental Alt	Silver 70 HMO 2250/55 + Child Dental	Silver 70 HMO 2600/55 + Child Dental Alt
52 **Jimenez, Stephanie**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
53 **Juarez, Lizette**	Employee	22	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
54 **Kessel, Jaqueline**	Employee	24	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
55 **Lemus, Maria**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48
56 **Leon Hernandez, America**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48
57 **Lopez, Edgar**	Employee	28	Employee	$390.08	$375.12	$368.31	$372.45	$362.13
58 **Lopez Serrano, Luisa**	Employee	24	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
59 **Lorenzo, Adilene**	Employee	23	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
60 **Loya, Patricia**	Employee	52	Employee	$700.50	$673.63	$661.39	$668.84	$650.31
61 **Luquin, Ivan**	Employee	29	Employee	$401.57	$386.16	$379.15	$383.42	$372.79
62 **Mallamace, Megan**	Employee	41	Employee + Child(ren)	$467.24	$449.31	$441.16	$446.12	$433.76
	Dependent	10		$288.52	$277.99	$273.19	$276.11	$268.85
63 **Martin, Ricardo**	Employee	31	Employee	$415.92	$399.97	$392.70	$397.12	$386.12
64 **Martinez, Alma**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48
65 **Martinez Almanza, Alma**	Employee	26	Employee	$367.47	$353.38	$346.96	$350.87	$341.15
66 **Mason, Jonathan**	Employee	23	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
67 **Mcguigan, Madelyn**	Employee	26	Employee + Spouse	$367.47	$353.38	$346.96	$350.87	$341.15
	Spouse	26		$367.47	$353.38	$346.96	$350.87	$341.15
68 **Mendoza, Carmina**	Employee	52	Employee	$700.50	$673.63	$661.39	$668.84	$650.31

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Gold 80 HRA HMO 2250/35 + Child Dental	Silver 70 HMO 1650/55 + Child Dental Alt	Silver 70 HMO 2100/55 + Child Dental Alt	Silver 70 HMO 2250/55 + Child Dental	Silver 70 HMO 2600/55 + Child Dental Alt
69 **Mijangos, Ariana**	Employee	23	Employee + Child(ren)	$358.86	$345.10	$338.83	$342.64	$333.15
	Dependent	1		$288.52	$277.99	$273.19	$276.11	$268.85
70 **Monterrosa, Vanessa**	Employee	26	Employee	$367.47	$353.38	$346.96	$350.87	$341.15
71 **Moore, Marie**	Employee	43	Employee	$486.98	$468.29	$459.79	$464.97	$452.08
72 **Morales, Biridiana**	Employee	24	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
73 **Moreno, Anthony**	Employee	30	Employee	$407.31	$391.68	$384.57	$388.90	$378.12
74 **Morones, Rosaura**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48
75 **Munoz, Alejandra**	Employee	22	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
76 **Natarajan, Priyasundari**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48
77 **Nunez, Romelia**	Employee	43	Employee	$486.98	$468.29	$459.79	$464.97	$452.08
78 **Ojeda, Maria**	Employee	26	Employee	$367.47	$353.38	$346.96	$350.87	$341.15
79 **Olivares Ruiz, Rafael**	Employee	24	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
80 **Ortiz, Joselyn**	Employee	28	Employee	$390.08	$375.12	$368.31	$372.45	$362.13
81 **Osuna, Alejandra**	Employee	26	Employee + Spouse	$367.47	$353.38	$346.96	$350.87	$341.15
	Spouse	26		$367.47	$353.38	$346.96	$350.87	$341.15
82 **Pacheco, Yvette**	Employee	24	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
83 **Pearson, Elena**	Employee	41	Employee	$467.24	$449.31	$441.16	$446.12	$433.76
84 **Perales, Abbygael**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48
85 **Perez-garcia, Karla**	Employee	28	Employee	$390.08	$375.12	$368.31	$372.45	$362.13
86 **Quintanilla, Gabriela**	Employee	28	Employee	$390.08	$375.12	$368.31	$372.45	$362.13
87 **Ramirez, Ana**	Employee	41	Employee	$467.24	$449.31	$441.16	$446.12	$433.76

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Gold 80 HRA HMO 2250/35 + Child Dental	Silver 70 HMO 1650/55 + Child Dental Alt	Silver 70 HMO 2100/55 + Child Dental Alt	Silver 70 HMO 2250/55 + Child Dental	Silver 70 HMO 2600/55 + Child Dental Alt
88 **Ramirez Soto, Lizbeth**	Employee	24	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
89 **Reyes, Nataly**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
90 **Reyes Ruiz, Jessica**	Employee	37	Employee	$444.27	$427.23	$419.47	$424.19	$412.44
91 **Riahi, Elaheh**	Employee	38	Employee + Child(ren)	$447.14	$429.99	$422.18	$426.93	$415.10
	Dependent	3		$288.52	$277.99	$273.19	$276.11	$268.85
	Dependent	1		$288.52	$277.99	$273.19	$276.11	$268.85
92 **Rios, Santiago**	Employee	37	Employee	$444.27	$427.23	$419.47	$424.19	$412.44
93 **Rivas, Alyce**	Employee	29	Employee	$401.57	$386.16	$379.15	$383.42	$372.79
94 **Rocha-ortiz, Bertha**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
95 **Rodriguez, Julissa**	Employee	23	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
96 **Rosas, Michelle**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
97 **Rosas, Sandra**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
98 **Rubio, Yesenia**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48
99 **Ruiz, Roberto**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
100 **Samano Ruiz, Mayra**	Employee	38	Employee	$447.14	$429.99	$422.18	$426.93	$415.10
101 **Sanchez, Elizabeth**	Employee	37	Employee + Spouse	$444.27	$427.23	$419.47	$424.19	$412.44
	Spouse	44		$501.33	$482.10	$473.34	$478.67	$465.41
102 **Sanchez, Jasmine**	Employee	26	Employee	$367.47	$353.38	$346.96	$350.87	$341.15
103 **Sanchez, Rogelio**	Employee	61	Employee	$1,008.40	$969.72	$952.11	$962.83	$936.15
104 **Santiago, Eduardo**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
105 **Silva, Serafin**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Gold 80 HRA HMO 2250/35 + Child Dental	Silver 70 HMO 1650/55 + Child Dental Alt	Silver 70 HMO 2100/55 + Child Dental Alt	Silver 70 HMO 2250/55 + Child Dental	Silver 70 HMO 2600/55 + Child Dental Alt
106 **Solorzano, Maria**	Employee	39	Employee	$452.88	$435.51	$427.60	$432.42	$420.43
107 **Soto, Cynthia**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48
108 **Soto-morales, Rodrigo**	Employee	35	Employee	$438.53	$421.71	$414.05	$418.71	$407.11
109 **Tejada, Ana**	Employee	32	Employee	$424.53	$408.25	$400.83	$405.35	$394.12
110 **Tejada, Maria**	Employee	23	Employee	$358.86	$345.10	$338.83	$342.64	$333.15
111 **Teran, Nubia**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
112 **Teso, Frances**	Employee	52	Employee + Family	$700.50	$673.63	$661.39	$668.84	$650.31
	Spouse	53		$732.08	$703.99	$691.21	$698.99	$679.63
	Dependent	24		$358.86	$345.10	$338.83	$342.64	$333.15
	Dependent	22		$358.86	$345.10	$338.83	$342.64	$333.15
113 **Torres, Catherine**	Employee	26	Employee	$367.47	$353.38	$346.96	$350.87	$341.15
114 **Valencia Ruiz, Ashley**	Employee	25	Employee	$360.30	$346.48	$340.18	$344.01	$334.48
115 **Villalobos, Llesenia**	Employee	27	Employee	$376.09	$361.66	$355.09	$359.09	$349.14
116 **Villanueva, Jose**	Employee	35	Employee	$438.53	$421.71	$414.05	$418.71	$407.11
117 **Villasenor, Juan**	Employee	34	Employee + Child(ren)	$435.66	$418.95	$411.34	$415.97	$404.44
	Dependent	2		$288.52	$277.99	$273.19	$276.11	$268.85

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Gold 80 HRA HMO 2250/35 + Child Dental	Silver 70 HMO 1650/55 + Child Dental Alt	Silver 70 HMO 2100/55 + Child Dental Alt	Silver 70 HMO 2250/55 + Child Dental	Silver 70 HMO 2600/55 + Child Dental Alt
118 **Zhu, Silvia**	Employee	29	Employee	$401.57	$386.16	$379.15	$383.42	$372.79
			Total Employee Premium	$49,022.36	$47,141.95	$46,285.65	$46,806.68	$45,509.82
			Total Dependent Premium	$7,887.72	$7,591.08	$7,455.94	$7,538.17	$7,333.62
			Total Monthly Premium	**$56,910.08**	**$54,733.03**	**$53,741.59**	**$54,344.85**	**$52,843.44**
			Differential from current premium if all members renew on this plan	**-11.72%**	**-15.10%**	**-16.64%**	**-15.70%**	**-18.03%**

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Silver 70 HDHP HMO 2500/20% + Child Dental	Bronze 60 HMO 5400/60 + Child Dental Alt	Bronze 60 HMO 6300/65 + Child Dental	Bronze 60 HDHP HMO 7000/0 + Child Dental
1 **Abrego, Ivan**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
2 **Aguayo, Vanessa**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
3 **Alejandre, Carolina**	Employee	31	Employee	$367.27	$332.14	$338.78	$317.15
4 **Alfaro, Yasmin**	Employee	23	Employee	$316.88	$286.58	$292.31	$273.64
5 **Amador Perez, Veronica**	Employee	27	Employee + Child(ren)	$332.09	$300.33	$306.34	$286.77
	Dependent	9		$256.41	$233.22	$237.61	$223.32
	Dependent	5		$256.41	$233.22	$237.61	$223.32
6 **Anaya, Fabiana**	Employee	27	Employee + Family	$332.09	$300.33	$306.34	$286.77
	Spouse	30		$359.66	$325.26	$331.77	$310.58
	Dependent	4		$256.41	$233.22	$237.61	$223.32
7 **Andrade, Giselle**	Employee	24	Employee	$316.88	$286.58	$292.31	$273.64
8 **Arias, Andres**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
9 **Avila, Talina**	Employee	30	Employee	$359.66	$325.26	$331.77	$310.58
10 **Balassoubramaniane, Yamini**	Employee	43	Employee	$430.01	$388.88	$396.66	$371.33
11 **Banuelos, Liliana**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73
12 **Barahona, Nancy**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
13 **Barron, Catherine**	Employee	43	Employee + Child(ren)	$430.01	$388.88	$396.66	$371.33
	Dependent	13		$256.41	$233.22	$237.61	$223.32
14 **Bernal, Roberto**	Employee	33	Employee + Spouse	$379.63	$343.32	$350.18	$327.82
	Spouse	27		$332.09	$300.33	$306.34	$286.77

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Silver 70 HDHP HMO 2500/20% + Child Dental	Bronze 60 HMO 5400/60 + Child Dental Alt	Bronze 60 HMO 6300/65 + Child Dental	Bronze 60 HDHP HMO 7000/0 + Child Dental
15 **Caballero- Sanchez, Makayla**	Employee	24	Employee	$316.88	$286.58	$292.31	$273.64
16 **Camacho, Karen**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
17 **Carrera-villarreal, Brincy**	Employee	27	Employee + Spouse	$332.09	$300.33	$306.34	$286.77
	Spouse	26		$324.49	$293.45	$299.32	$280.21
18 **Carroll, Adrienne**	Employee	30	Employee	$359.66	$325.26	$331.77	$310.58
19 **Cervantes, Nina**	Employee	24	Employee	$316.88	$286.58	$292.31	$273.64
20 **Chavez Gama, Miriam**	Employee	26	Employee + Child(ren)	$324.49	$293.45	$299.32	$280.21
	Dependent	3		$256.41	$233.22	$237.61	$223.32
21 **Corona, Jenifer**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73
22 **Coughlin, Haley**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73
23 **Daily, Matthew**	Employee	35	Employee	$387.23	$350.20	$357.20	$334.39
24 **Deberry, Christina**	Employee	35	Employee	$387.23	$350.20	$357.20	$334.39
25 **Dension, Sommer**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73
26 **Do, Que**	Employee	26	Employee	$324.49	$293.45	$299.32	$280.21
27 **Douglas, Emilee**	Employee	22	Employee	$316.88	$286.58	$292.31	$273.64
28 **Erway, Brittany**	Employee	30	Employee	$359.66	$325.26	$331.77	$310.58
29 **Fernandez, Bianca**	Employee	24	Employee	$316.88	$286.58	$292.31	$273.64
30 **Flores, Deanna**	Employee	58	Employee	$807.42	$730.20	$744.80	$697.23
31 **Gabriel, Brigida**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
32 **Gamboa, Cesar**	Employee	29	Employee	$354.59	$320.68	$327.09	$306.20
33 **Garcia, Elizabeth**	Employee	52	Employee	$618.56	$559.40	$570.58	$534.14
34 **Garibay, Jose**	Employee	26	Employee	$324.49	$293.45	$299.32	$280.21

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Silver 70 HDHP HMO 2500/20% + Child Dental	Bronze 60 HMO 5400/60 + Child Dental Alt	Bronze 60 HMO 6300/65 + Child Dental	Bronze 60 HDHP HMO 7000/0 + Child Dental
35 **Gomez, Daniela**	Employee	29	Employee	$354.59	$320.68	$327.09	$306.20
36 **Gomez, Jorge**	Employee	31	Employee	$367.27	$332.14	$338.78	$317.15
37 **Gonzales Camacho, Yeraldin**	Employee	33	Employee	$379.63	$343.32	$350.18	$327.82
38 **Gonzalez, Danielle**	Employee	24	Employee	$316.88	$286.58	$292.31	$273.64
39 **Gonzalez, Gabriela**	Employee	28	Employee	$344.45	$311.51	$317.74	$297.44
40 **Gonzalez Gutierrez, Karen**	Employee	26	Employee	$324.49	$293.45	$299.32	$280.21
41 **Gonzalez Moctezuma, Jesus**	Employee	22	Employee + Spouse	$316.88	$286.58	$292.31	$273.64
	Spouse	23		$316.88	$286.58	$292.31	$273.64
42 **Gonzalez Rodas, Hector**	Employee	28	Employee	$344.45	$311.51	$317.74	$297.44
43 **Grim, Ellen**	Employee	33	Employee + Family	$379.63	$343.32	$350.18	$327.82
	Spouse	45		$457.58	$413.82	$422.09	$395.13
	Dependent	1		$256.41	$233.22	$237.61	$223.32
44 **Gutierrez, Luz**	Employee	43	Employee	$430.01	$388.88	$396.66	$371.33
45 **Hernandez, Javier**	Employee	36	Employee	$389.77	$352.49	$359.54	$336.57
46 **Herrera, Juanita**	Employee	24	Employee	$316.88	$286.58	$292.31	$273.64
47 **Holland, Miriam**	Employee	37	Employee	$392.30	$354.78	$361.88	$338.76
48 **Hunt, Zoe**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73
49 **Ibanez, Genesis**	Employee	28	Employee	$344.45	$311.51	$317.74	$297.44
50 **Jacinto, Olivia**	Employee	57	Employee	$772.25	$698.39	$712.35	$666.86
51 **Jeronimo, Areny**	Employee	28	Employee	$344.45	$311.51	$317.74	$297.44

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Silver 70 HDHP HMO 2500/20% + Child Dental	Bronze 60 HMO 5400/60 + Child Dental Alt	Bronze 60 HMO 6300/65 + Child Dental	Bronze 60 HDHP HMO 7000/0 + Child Dental
52 **Jimenez, Stephanie**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
53 **Juarez, Lizette**	Employee	22	Employee	$316.88	$286.58	$292.31	$273.64
54 **Kessel, Jaqueline**	Employee	24	Employee	$316.88	$286.58	$292.31	$273.64
55 **Lemus, Maria**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73
56 **Leon Hernandez, America**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73
57 **Lopez, Edgar**	Employee	28	Employee	$344.45	$311.51	$317.74	$297.44
58 **Lopez Serrano, Luisa**	Employee	24	Employee	$316.88	$286.58	$292.31	$273.64
59 **Lorenzo, Adilene**	Employee	23	Employee	$316.88	$286.58	$292.31	$273.64
60 **Loya, Patricia**	Employee	52	Employee	$618.56	$559.40	$570.58	$534.14
61 **Luquin, Ivan**	Employee	29	Employee	$354.59	$320.68	$327.09	$306.20
62 **Mallamace, Megan**	Employee	41	Employee + Child(ren)	$412.58	$373.12	$380.58	$356.28
	Dependent	10		$256.41	$233.22	$237.61	$223.32
63 **Martin, Ricardo**	Employee	31	Employee	$367.27	$332.14	$338.78	$317.15
64 **Martinez, Alma**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73
65 **Martinez Almanza, Alma**	Employee	26	Employee	$324.49	$293.45	$299.32	$280.21
66 **Mason, Jonathan**	Employee	23	Employee	$316.88	$286.58	$292.31	$273.64
67 **Mcguigan, Madelyn**	Employee	26	Employee + Spouse	$324.49	$293.45	$299.32	$280.21
	Spouse	26		$324.49	$293.45	$299.32	$280.21
68 **Mendoza, Carmina**	Employee	52	Employee	$618.56	$559.40	$570.58	$534.14

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69 **Mijangos, Ariana**	Employee	23	Employee + Child(ren)	$316.88	$286.58	$292.31	$273.64
	Dependent	1		$256.41	$233.22	$237.61	$223.32
70 **Monterrosa, Vanessa**	Employee	26	Employee	$324.49	$293.45	$299.32	$280.21
71 **Moore, Marie**	Employee	43	Employee	$430.01	$388.88	$396.66	$371.33
72 **Morales, Biridiana**	Employee	24	Employee	$316.88	$286.58	$292.31	$273.64
73 **Moreno, Anthony**	Employee	30	Employee	$359.66	$325.26	$331.77	$310.58
74 **Morones, Rosaura**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73
75 **Munoz, Alejandra**	Employee	22	Employee	$316.88	$286.58	$292.31	$273.64
76 **Natarajan, Priyasundari**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73
77 **Nunez, Romelia**	Employee	43	Employee	$430.01	$388.88	$396.66	$371.33
78 **Ojeda, Maria**	Employee	26	Employee	$324.49	$293.45	$299.32	$280.21
79 **Olivares Ruiz, Rafael**	Employee	24	Employee	$316.88	$286.58	$292.31	$273.64
80 **Ortiz, Joselyn**	Employee	28	Employee	$344.45	$311.51	$317.74	$297.44
81 **Osuna, Alejandra**	Employee	26	Employee + Spouse	$324.49	$293.45	$299.32	$280.21
	Spouse	26		$324.49	$293.45	$299.32	$280.21
82 **Pacheco, Yvette**	Employee	24	Employee	$316.88	$286.58	$292.31	$273.64
83 **Pearson, Elena**	Employee	41	Employee	$412.58	$373.12	$380.58	$356.28
84 **Perales, Abbygael**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73
85 **Perez-garcia, Karla**	Employee	28	Employee	$344.45	$311.51	$317.74	$297.44
86 **Quintanilla, Gabriela**	Employee	28	Employee	$344.45	$311.51	$317.74	$297.44
87 **Ramirez, Ana**	Employee	41	Employee	$412.58	$373.12	$380.58	$356.28

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Employee Name	Status	Age at Renewal	Tier	Silver 70 HDHP HMO 2500/20% + Child Dental	Bronze 60 HMO 5400/60 + Child Dental Alt	Bronze 60 HMO 6300/65 + Child Dental	Bronze 60 HDHP HMO 7000/0 + Child Dental
88 **Ramirez Soto, Lizbeth**	Employee	24	Employee	$316.88	$286.58	$292.31	$273.64
89 **Reyes, Nataly**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
90 **Reyes Ruiz, Jessica**	Employee	37	Employee	$392.30	$354.78	$361.88	$338.76
91 **Riahi, Elaheh**	Employee	38	Employee + Child(ren)	$394.84	$357.07	$364.22	$340.95
	Dependent	3		$256.41	$233.22	$237.61	$223.32
	Dependent	1		$256.41	$233.22	$237.61	$223.32
92 **Rios, Santiago**	Employee	37	Employee	$392.30	$354.78	$361.88	$338.76
93 **Rivas, Alyce**	Employee	29	Employee	$354.59	$320.68	$327.09	$306.20
94 **Rocha-ortiz, Bertha**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
95 **Rodriguez, Julissa**	Employee	23	Employee	$316.88	$286.58	$292.31	$273.64
96 **Rosas, Michelle**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
97 **Rosas, Sandra**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
98 **Rubio, Yesenia**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73
99 **Ruiz, Roberto**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
100 **Samano Ruiz, Mayra**	Employee	38	Employee	$394.84	$357.07	$364.22	$340.95
101 **Sanchez, Elizabeth**	Employee	37	Employee + Spouse	$392.30	$354.78	$361.88	$338.76
	Spouse	44		$442.69	$400.35	$408.35	$382.27
102 **Sanchez, Jasmine**	Employee	26	Employee	$324.49	$293.45	$299.32	$280.21
103 **Sanchez, Rogelio**	Employee	61	Employee	$890.45	$805.28	$821.38	$768.92
104 **Santiago, Eduardo**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
105 **Silva, Serafin**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Silver 70 HDHP HMO 2500/20% + Child Dental	Bronze 60 HMO 5400/60 + Child Dental Alt	Bronze 60 HMO 6300/65 + Child Dental	Bronze 60 HDHP HMO 7000/0 + Child Dental
106 **Solorzano, Maria**	Employee	39	Employee	$399.91	$361.66	$368.89	$345.33
107 **Soto, Cynthia**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73
108 **Soto-morales, Rodrigo**	Employee	35	Employee	$387.23	$350.20	$357.20	$334.39
109 **Tejada, Ana**	Employee	32	Employee	$374.87	$339.02	$345.80	$323.71
110 **Tejada, Maria**	Employee	23	Employee	$316.88	$286.58	$292.31	$273.64
111 **Teran, Nubia**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
112 **Teso, Frances**	Employee	52	Employee + Family	$618.56	$559.40	$570.58	$534.14
	Spouse	53		$646.44	$584.61	$596.31	$558.22
	Dependent	24		$316.88	$286.58	$292.31	$273.64
	Dependent	22		$316.88	$286.58	$292.31	$273.64
113 **Torres, Catherine**	Employee	26	Employee	$324.49	$293.45	$299.32	$280.21
114 **Valencia Ruiz, Ashley**	Employee	25	Employee	$318.15	$287.72	$293.48	$274.73
115 **Villalobos, Llesenia**	Employee	27	Employee	$332.09	$300.33	$306.34	$286.77
116 **Villanueva, Jose**	Employee	35	Employee	$387.23	$350.20	$357.20	$334.39
117 **Villasenor, Juan**	Employee	34	Employee + Child(ren)	$384.70	$347.90	$354.86	$332.20
	Dependent	2		$256.41	$233.22	$237.61	$223.32

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Renewal Options: HMO Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Silver 70 HDHP HMO 2500/20% + Child Dental	Bronze 60 HMO 5400/60 + Child Dental Alt	Bronze 60 HMO 6300/65 + Child Dental	Bronze 60 HDHP HMO 7000/0 + Child Dental
118 **Zhu, Silvia**	Employee	29	Employee	$354.59	$320.68	$327.09	$306.20
			Total Employee Premium	$43,287.71	$39,147.71	$39,930.73	$37,380.32
			Total Dependent Premium	$6,983.08	$6,329.88	$6,453.46	$6,051.04
			Total Monthly Premium	**$50,270.79**	**$45,477.59**	**$46,384.19**	**$43,431.36**
			Differential from current premium if all members renew on this plan	**-22.02%**	**-29.45%**	**-28.05%**	**-32.63%**

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HMO Plan Benefits

Summary of Benefits and Coverage (SBC) documents for all our plans are available at kp.org/smallbusiness-sbc/ca. SBCs include information to help employees make the right plan choice based on their needs, and you are required to provide eligible employees with SBCs for your renewal plan(s) or for any plan(s) you change to in the future. For more information about plan benefits and restrictions, refer to the plan highlight information at kp.org/smallbusinessplans/ca.

Benefits/Services	Platinum 90 HMO 0/10 + Child Dental Alt	Platinum 90 HMO 0/20 + Child Dental	Gold 80 HMO 0/30 + Child Dental Alt	Gold 80 HMO 250/35 + Child Dental	Gold 80 HMO 1000/40 + Child Dental Alt
Plan Deductible	$0	$0	$0	$250 $500	$1,000 $2,000
Out-of-Pocket (OOP) Maximum	$3,000 Individual $6,000 Family	$4,500 Individual $9,000 Family	$7,000 Individual $14,000 Family	$7,800 Individual $15,600 Family	$7,800 Individual $15,600 Family
Primary Care Visits	$10	$20	$30	$35	$40
Specialty Care Visits	$20	$30	$35	$55	$60
Outpatient Surgery	$300	$125	$320	$335 (after deductible)	$350
Emergency Visits	$200	$150	$250	$250 (after deductible)	$350
Inpatient Hospital Care	$500 per admission	$250 per day up to 5 days per admission	$600 per day up to 5 days per admission	$600 per day up to 5 days per admission (after deductible)	$600 per day up to 5 days per admission (after deductible)
Prescriptions					
Generic *Up to a 30-day supply*	$5	$5	$15	$15	$20
Brand *Up to a 30-day supply*	$15	$20	$40	$40	$50 (after $250 drug deductible)
Specialty *Up to a 30-day supply*	10% up to $250 maximum	10% up to $250 maximum	20% up to $250 maximum	20% up to $250 maximum	20% up to $250 maximum (after $250 drug deductible)

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HMO Plan Benefits (continued)

Benefits/Services	Gold 80 HRA HMO 2250/35 + Child Dental	Silver 70 HMO 1650/55 + Child Dental Alt	Silver 70 HMO 2100/55 + Child Dental Alt	Silver 70 HMO 2250/55 + Child Dental	Silver 70 HMO 2600/55 + Child Dental Alt
Plan Deductible	$2,250 Individual $4,500 Family	$1,650 Individual $3,300 Family	$2,100 Individual $4,200 Family	$2,250 Individual $4,500 Family	$2,600 Individual $5,200 Family
Out-of-Pocket (OOP) Maximum	$7,800 Individual $15,600 Family	$8,200 Individual $16,400 Family	$8,200 Individual $16,400 Family	$8,200 Individual $16,400 Family	$8,200 Individual $16,400 Family
Primary Care Visits	$35	$55	$55	$55	$55
Specialty Care Visits	$50	$80	$80	$90	$80
Outpatient Surgery	25% (after deductible)	40% (after deductible)	45% (after deductible)	30% (after deductible)	45% (after deductible)
Emergency Visits	25% (after deductible)	40% (after deductible)	45% (after deductible)	30% (after deductible)	45% (after deductible)
Inpatient Hospital Care	25% (after deductible)	40% (after deductible)	45% (after deductible)	30% (after deductible)	45% (after deductible)
Prescriptions					
Generic *Up to a 30-day supply*	$15	$20	$20	$17	$20
Brand *Up to a 30-day supply*	$30 (after $100 drug deductible)	$75 (after $350 drug deductible)	$75 (after $500 drug deductible)	$80 (after $300 drug deductible)	$75 (after deductible)
Specialty *Up to a 30-day supply*	20% (after $100 drug deductible) up to $250 maximum	20% up to $250 maximum (after $350 drug deductible)	20% up to $250 maximum (after $500 drug deductible)	30% up to $250 maximum (after $300 drug deductible)	45% up to $250 maximum (after deductible)

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HMO Plan Benefits (continued)

Benefits/Services	Silver 70 HDHP HMO 2500/20% + Child Dental	Bronze 60 HMO 5400/60 + Child Dental Alt	Bronze 60 HMO 6300/65 + Child Dental	Bronze 60 HDHP HMO 7000/0 + Child Dental
Plan Deductible	$2,800 Individual $2,500 Self-only $5,000 Family	$5,400 Individual $10,800 Family	$6,300 Individual $12,600 Family	$7,000 Individual $14,000 Family
Out-of-Pocket (OOP) Maximum	$6,850 Individual $13,700 Family	$8,200 Individual $16,400 Family	$8,200 Individual $16,400 Family	$7,000 Individual $14,000 Family
Primary Care Visits	20% (after deductible)	$60 (after deductible	$65 (after deductible)	$0 (after deductible)
Specialty Care Visits	20% (after deductible)	$80 (after deductible)	$95 (after deductible)	$0 (after deductible)
Outpatient Surgery	20% (after deductible)	50% (after deductible)	40% (after deductible)	$0 (after deductible)
Emergency Visits	20% (after deductible)	50% (after deductible)	40% (after deductible)	$0 (after deductible)
Inpatient Hospital Care	20% (after deductible)	50% (after deductible)	40% (after deductible)	$0 (after deductible)
Prescriptions				
Generic *Up to a 30-day supply*	20% up to $250 maximum (after deductible)	$20	$18 (after $500 drug deductible)	$0 (after deductible)
Brand *Up to a 30-day supply*	20% up to $250 maximum (after deductible)	50% up to $500 maximum (after deductible)	40% up to $500 maximum(after $500 drug deductible)	$0 (after deductible)
Specialty *Up to a 30-day supply*	20% up to $250 maximum (after deductible)	50% up to $500 maximum (after deductible)	40% up to $500 maximum (after $500 drug deductible)	$0 (after deductible)

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Renewal Options: PPO Insurance Plans

Employee Name	Status	Age at Renewal	Tier	Platinum 90 PPO 0/15 + Child Dental	Gold 80 PPO 350/25 + Child Dental	Silver 70 PPO 2250/55 + Child Dental	Bronze 60 PPO 6300/65 + Child Dental
1 **Abrego, Ivan**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63
2 **Aguayo, Vanessa**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63
3 **Alejandre, Carolina**	Employee	31	Employee	$991.99	$882.25	$736.07	$603.42
4 **Alfaro, Yasmin**	Employee	23	Employee	$855.90	$761.21	$635.09	$520.64
5 **Amador Perez, Veronica**	Employee	27	Employee + Child(ren)	$896.99	$797.75	$665.58	$545.63
	Dependent	9		$654.77	$582.33	$485.85	$398.29
	Dependent	5		$654.77	$582.33	$485.85	$398.29
6 **Anaya, Fabiana**	Employee	27	Employee + Family	$896.99	$797.75	$665.58	$545.63
	Spouse	30		$971.45	$863.98	$720.83	$590.93
	Dependent	4		$654.77	$582.33	$485.85	$398.29
7 **Andrade, Giselle**	Employee	24	Employee	$855.90	$761.21	$635.09	$520.64
8 **Arias, Andres**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63
9 **Avila, Talina**	Employee	30	Employee	$971.45	$863.98	$720.83	$590.93
10 **Balassoubramaniane , Yamini**	Employee	43	Employee	$1,161.46	$1,032.97	$861.82	$706.51
11 **Banuelos, Liliana**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
12 **Barahona, Nancy**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63
13 **Barron, Catherine**	Employee	43	Employee + Child(ren)	$1,161.46	$1,032.97	$861.82	$706.51
	Dependent	13		$654.77	$582.33	$485.85	$398.29
14 **Bernal, Roberto**	Employee	33	Employee + Spouse	$1,025.37	$911.93	$760.84	$623.73
	Spouse	27		$896.99	$797.75	$665.58	$545.63
15 **Caballero- Sanchez, Makayla**	Employee	24	Employee	$855.90	$761.21	$635.09	$520.64

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Renewal Options: PPO Insurance Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Platinum 90 PPO 0/15 + Child Dental	Gold 80 PPO 350/25 + Child Dental	Silver 70 PPO 2250/55 + Child Dental	Bronze 60 PPO 6300/65 + Child Dental
16 **Camacho, Karen**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63
17 **Carrera-villarreal, Brincy**	Employee	27	Employee + Spouse	$896.99	$797.75	$665.58	$545.63
	Spouse	26		$876.45	$779.48	$650.34	$533.14
18 **Carroll, Adrienne**	Employee	30	Employee	$971.45	$863.98	$720.83	$590.93
19 **Cervantes, Nina**	Employee	24	Employee	$855.90	$761.21	$635.09	$520.64
20 **Chavez Gama, Miriam**	Employee	26	Employee + Child(ren)	$876.45	$779.48	$650.34	$533.14
	Dependent	3		$654.77	$582.33	$485.85	$398.29
21 **Corona, Jenifer**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
22 **Coughlin, Haley**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
23 **Daily, Matthew**	Employee	35	Employee	$1,045.91	$930.20	$776.08	$636.22
24 **Deberry, Christina**	Employee	35	Employee	$1,045.91	$930.20	$776.08	$636.22
25 **Dension, Sommer**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
26 **Do, Que**	Employee	26	Employee	$876.45	$779.48	$650.34	$533.14
27 **Douglas, Emilee**	Employee	22	Employee	$855.90	$761.21	$635.09	$520.64
28 **Erway, Brittany**	Employee	30	Employee	$971.45	$863.98	$720.83	$590.93
29 **Fernandez, Bianca**	Employee	24	Employee	$855.90	$761.21	$635.09	$520.64
30 **Flores, Deanna**	Employee	58	Employee	$2,180.84	$1,939.57	$1,618.22	$1,326.59
31 **Gabriel, Brigida**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63
32 **Gamboa, Cesar**	Employee	29	Employee	$957.76	$851.80	$710.67	$582.60
33 **Garcia, Elizabeth**	Employee	52	Employee	$1,670.72	$1,485.89	$1,239.70	$1,016.29
34 **Garibay, Jose**	Employee	26	Employee	$876.45	$779.48	$650.34	$533.14
35 **Gomez, Daniela**	Employee	29	Employee	$957.76	$851.80	$710.67	$582.60
36 **Gomez, Jorge**	Employee	31	Employee	$991.99	$882.25	$736.07	$603.42

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Renewal Options: PPO Insurance Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Platinum 90 PPO 0/15 + Child Dental	Gold 80 PPO 350/25 + Child Dental	Silver 70 PPO 2250/55 + Child Dental	Bronze 60 PPO 6300/65 + Child Dental
37 **Gonzales Camacho, Yeraldin**	Employee	33	Employee	$1,025.37	$911.93	$760.84	$623.73
38 **Gonzalez, Danielle**	Employee	24	Employee	$855.90	$761.21	$635.09	$520.64
39 **Gonzalez, Gabriela**	Employee	28	Employee	$930.37	$827.44	$690.35	$565.94
40 **Gonzalez Gutierrez, Karen**	Employee	26	Employee	$876.45	$779.48	$650.34	$533.14
41 **Gonzalez Moctezuma, Jesus**	Employee	22	Employee + Spouse	$855.90	$761.21	$635.09	$520.64
	Spouse	23		$855.90	$761.21	$635.09	$520.64
42 **Gonzalez Rodas, Hector**	Employee	28	Employee	$930.37	$827.44	$690.35	$565.94
43 **Grim, Ellen**	Employee	33	Employee + Family	$1,025.37	$911.93	$760.84	$623.73
	Spouse	45		$1,235.92	$1,099.19	$917.07	$751.81
	Dependent	1		$654.77	$582.33	$485.85	$398.29
44 **Gutierrez, Luz**	Employee	43	Employee	$1,161.46	$1,032.97	$861.82	$706.51
45 **Hernandez, Javier**	Employee	36	Employee	$1,052.76	$936.29	$781.16	$640.39
46 **Herrera, Juanita**	Employee	24	Employee	$855.90	$761.21	$635.09	$520.64
47 **Holland, Miriam**	Employee	37	Employee	$1,059.61	$942.38	$786.25	$644.55
48 **Hunt, Zoe**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
49 **Ibanez, Genesis**	Employee	28	Employee	$930.37	$827.44	$690.35	$565.94
50 **Jacinto, Olivia**	Employee	57	Employee	$2,085.84	$1,855.08	$1,547.72	$1,268.80
51 **Jeronimo, Areny**	Employee	28	Employee	$930.37	$827.44	$690.35	$565.94
52 **Jimenez, Stephanie**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63
53 **Juarez, Lizette**	Employee	22	Employee	$855.90	$761.21	$635.09	$520.64
54 **Kessel, Jaqueline**	Employee	24	Employee	$855.90	$761.21	$635.09	$520.64

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Renewal Options: PPO Insurance Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Platinum 90 PPO 0/15 + Child Dental	Gold 80 PPO 350/25 + Child Dental	Silver 70 PPO 2250/55 + Child Dental	Bronze 60 PPO 6300/65 + Child Dental
55 **Lemus, Maria**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
56 **Leon Hernandez, America**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
57 **Lopez, Edgar**	Employee	28	Employee	$930.37	$827.44	$690.35	$565.94
58 **Lopez Serrano, Luisa**	Employee	24	Employee	$855.90	$761.21	$635.09	$520.64
59 **Lorenzo, Adilene**	Employee	23	Employee	$855.90	$761.21	$635.09	$520.64
60 **Loya, Patricia**	Employee	52	Employee	$1,670.72	$1,485.89	$1,239.70	$1,016.29
61 **Luquin, Ivan**	Employee	29	Employee	$957.76	$851.80	$710.67	$582.60
62 **Mallamace, Megan**	Employee	41	Employee + Child(ren)	$1,114.39	$991.10	$826.89	$677.87
	Dependent	10		$654.77	$582.33	$485.85	$398.29
63 **Martin, Ricardo**	Employee	31	Employee	$991.99	$882.25	$736.07	$603.42
64 **Martinez, Alma**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
65 **Martinez Almanza, Alma**	Employee	26	Employee	$876.45	$779.48	$650.34	$533.14
66 **Mason, Jonathan**	Employee	23	Employee	$855.90	$761.21	$635.09	$520.64
67 **Mcguigan, Madelyn**	Employee	26	Employee + Spouse	$876.45	$779.48	$650.34	$533.14
	Spouse	26		$876.45	$779.48	$650.34	$533.14
68 **Mendoza, Carmina**	Employee	52	Employee	$1,670.72	$1,485.89	$1,239.70	$1,016.29
69 **Mijangos, Ariana**	Employee	23	Employee + Child(ren)	$855.90	$761.21	$635.09	$520.64
	Dependent	1		$654.77	$582.33	$485.85	$398.29
70 **Monterrosa, Vanessa**	Employee	26	Employee	$876.45	$779.48	$650.34	$533.14
71 **Moore, Marie**	Employee	43	Employee	$1,161.46	$1,032.97	$861.82	$706.51
72 **Morales, Biridiana**	Employee	24	Employee	$855.90	$761.21	$635.09	$520.64

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Employee Name	Status	Age at Renewal	Tier	Platinum 90 PPO 0/15 + Child Dental	Gold 80 PPO 350/25 + Child Dental	Silver 70 PPO 2250/55 + Child Dental	Bronze 60 PPO 6300/65 + Child Dental
73 **Moreno, Anthony**	Employee	30	Employee	$971.45	$863.98	$720.83	$590.93
74 **Morones, Rosaura**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
75 **Munoz, Alejandra**	Employee	22	Employee	$855.90	$761.21	$635.09	$520.64
76 **Natarajan, Priyasundari**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
77 **Nunez, Romelia**	Employee	43	Employee	$1,161.46	$1,032.97	$861.82	$706.51
78 **Ojeda, Maria**	Employee	26	Employee	$876.45	$779.48	$650.34	$533.14
79 **Olivares Ruiz, Rafael**	Employee	24	Employee	$855.90	$761.21	$635.09	$520.64
80 **Ortiz, Joselyn**	Employee	28	Employee	$930.37	$827.44	$690.35	$565.94
81 **Osuna, Alejandra**	Employee	26	Employee + Spouse	$876.45	$779.48	$650.34	$533.14
	Spouse	26		$876.45	$779.48	$650.34	$533.14
82 **Pacheco, Yvette**	Employee	24	Employee	$855.90	$761.21	$635.09	$520.64
83 **Pearson, Elena**	Employee	41	Employee	$1,114.39	$991.10	$826.89	$677.87
84 **Perales, Abbygael**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
85 **Perez-garcia, Karla**	Employee	28	Employee	$930.37	$827.44	$690.35	$565.94
86 **Quintanilla, Gabriela**	Employee	28	Employee	$930.37	$827.44	$690.35	$565.94
87 **Ramirez, Ana**	Employee	41	Employee	$1,114.39	$991.10	$826.89	$677.87
88 **Ramirez Soto, Lizbeth**	Employee	24	Employee	$855.90	$761.21	$635.09	$520.64
89 **Reyes, Nataly**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63
90 **Reyes Ruiz, Jessica**	Employee	37	Employee	$1,059.61	$942.38	$786.25	$644.55
91 **Riahi, Elaheh**	Employee	38	Employee + Child(ren)	$1,066.46	$948.47	$791.33	$648.72
	Dependent	3		$654.77	$582.33	$485.85	$398.29
	Dependent	1		$654.77	$582.33	$485.85	$398.29

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Employee Name	Status	Age at Renewal	Tier	Platinum 90 PPO 0/15 + Child Dental	Gold 80 PPO 350/25 + Child Dental	Silver 70 PPO 2250/55 + Child Dental	Bronze 60 PPO 6300/65 + Child Dental
92 **Rios, Santiago**	Employee	37	Employee	$1,059.61	$942.38	$786.25	$644.55
93 **Rivas, Alyce**	Employee	29	Employee	$957.76	$851.80	$710.67	$582.60
94 **Rocha-ortiz, Bertha**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63
95 **Rodriguez, Julissa**	Employee	23	Employee	$855.90	$761.21	$635.09	$520.64
96 **Rosas, Michelle**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63
97 **Rosas, Sandra**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63
98 **Rubio, Yesenia**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
99 **Ruiz, Roberto**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63
100 **Samano Ruiz, Mayra**	Employee	38	Employee	$1,066.46	$948.47	$791.33	$648.72
101 **Sanchez, Elizabeth**	Employee	37	Employee + Spouse	$1,059.61	$942.38	$786.25	$644.55
	Spouse	44		$1,195.70	$1,063.41	$887.23	$727.34
102 **Sanchez, Jasmine**	Employee	26	Employee	$876.45	$779.48	$650.34	$533.14
103 **Sanchez, Rogelio**	Employee	61	Employee	$2,405.09	$2,139.01	$1,784.61	$1,463.00
104 **Santiago, Eduardo**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63
105 **Silva, Serafin**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
106 **Solorzano, Maria**	Employee	39	Employee	$1,080.15	$960.65	$801.49	$657.05
107 **Soto, Cynthia**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
108 **Soto-morales, Rodrigo**	Employee	35	Employee	$1,045.91	$930.20	$776.08	$636.22
109 **Tejada, Ana**	Employee	32	Employee	$1,012.53	$900.51	$751.32	$615.92
110 **Tejada, Maria**	Employee	23	Employee	$855.90	$761.21	$635.09	$520.64
111 **Teran, Nubia**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63

KAISER PERMANENTE®

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
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Renewal Options: PPO Insurance Plans (continued)

Employee Name	Status	Age at Renewal	Tier	Platinum 90 PPO 0/15 + Child Dental	Gold 80 PPO 350/25 + Child Dental	Silver 70 PPO 2250/55 + Child Dental	Bronze 60 PPO 6300/65 + Child Dental
112 **Teso, Frances**	Employee	52	Employee + Family	$1,670.72	$1,485.89	$1,239.70	$1,016.29
	Spouse	53		$1,746.04	$1,552.87	$1,295.59	$1,062.11
	Dependent	24		$855.90	$761.21	$635.09	$520.64
	Dependent	22		$855.90	$761.21	$635.09	$520.64
113 **Torres, Catherine**	Employee	26	Employee	$876.45	$779.48	$650.34	$533.14
114 **Valencia Ruiz, Ashley**	Employee	25	Employee	$859.33	$764.26	$637.63	$522.72
115 **Villalobos, Llesenia**	Employee	27	Employee	$896.99	$797.75	$665.58	$545.63
116 **Villanueva, Jose**	Employee	35	Employee	$1,045.91	$930.20	$776.08	$636.22
117 **Villasenor, Juan**	Employee	34	Employee + Child(ren)	$1,039.07	$924.11	$771.00	$632.06
	Dependent	2		$654.77	$582.33	$485.85	$398.29
118 **Zhu, Silvia**	Employee	29	Employee	$957.76	$851.80	$710.67	$582.60

Total Employee Premium	$116,920.79	$103,985.47	$86,756.88	$71,122.10
Total Dependent Premium	$18,445.62	$16,404.90	$13,686.94	$11,220.35
Total Monthly Premium	**$135,366.41**	**$120,390.37**	**$100,443.82**	**$82,342.45**
Differential from current premium if all members renew on this plan	**109.98%**	**86.75%**	**55.81%**	**27.73%**

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PPO Insurance Plan Benefits

Summary of Benefits and Coverage (SBC) documents for all our plans are available at kp.org/smallbusiness-sbc/ca. SBCs include information to help employees make the right plan choice based on their needs, and you are required to provide eligible employees with SBCs for your renewal plan(s) or for any plan(s) you change to in the future. For more information about plan benefits and restrictions, refer to the plan highlight information at kp.org/smallbusinessplans/ca.

	Platinum 90 PPO 0/15 + Child Dental		Gold 80 PPO 350/25 + Child Dental	
Benefits/Services	**Participating Providers (in-network)**	**Non-Participating Providers (out-of-network)**	**Participating Providers (in-network)**	**Non-Participating Providers (out-of-network)**
Plan Deductible	$0	$500 Individual $1,000 Family	$350 $700 Family	$1,000 Individual $2,000 Family
Out-of-Pocket (OOP) Maximum	$4,500 Individual $9,000 Family	$9,000 Individual $18,000 Family	$7,800 Individual $15,600 Family	$15,600 Individual $31,200 Family
Primary Care Visits	$15	30% (after deductible)	$25	40% (after deductible)
Specialty Care Visits	$30	30% (after deductible)	$50	40% (after deductible)
Outpatient Surgery	10%	30% (after deductible)	20%	40% (after deductible)
Emergency Visits	$200	$200	20% (after deductible)	20% (after deductible)
Inpatient Hospital Care	10%	30% (after deductible)	20% (after deductible)	40% (after deductible)
Prescriptions				
Generic *Up to a 30-day supply*	$10	$10	$15	$15
Brand *Up to a 30-day supply*	$25	$25	$50	$50
Specialty *Up to a 30-day supply*	10% up to $250 maximum	10% up to $250 maximum	20% up to $250 maximum	20% per prescription up to $250 maximum

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PPO Insurance Plan Benefits (continued)

	Silver 70 PPO 2250/55 + Child Dental		Bronze 60 PPO 6300/65 + Child Dental	
Benefits/Services	**Participating Providers (in-network)**	**Non-Participating Providers (out-of-network)**	**Participating Providers (in-network)**	**Non-Participating Providers (out-of-network)**
Plan Deductible	$2,250 Individual $4,500 Family	$4,500 Individual $9,000 Family	$6,300 Individual $12,600 Family	$12,600 Individual $25,200 Family
Out-of-Pocket (OOP) Maximum	$8,200 Individual $16,400 Family	$16,400 Individual $32,800 Family	$8,200 Individual $16,400 Family	$16,400 Individual $32,800 Family
Primary Care Visits	$55	40% (after deductible)	$65 (after deductible)	100% (up to OOP maximum)
Specialty Care Visits	$90	40% (after deductible)	$95 (after deductible)	100% (up to OOP maximum)
Outpatient Surgery	30% (after deductible)	40% (after deductible)	40% (after deductible)	100% (up to OOP maximum)
Emergency Visits	30% (after deductible)	30% (after deductible)	40% (after deductible)	40% (up to OOP maximum)
Inpatient Hospital Care	30% (after deductible)	40% (after deductible)	40% (after deductible)	100% (up to OOP maximum)
Prescriptions				
Generic *Up to a 30-day supply*	$17	$17	$18 (after $500 drug deductible)	$18 (after $500 drug deductible)
Brand *Up to a 30-day supply*	$80 (after $300 drug deductible)	$80 (after $300 drug deductible)	40% up to $500 maximum(after $500 drug deductible)	40% up to $500 maximum (after $500 drug deductible)
Specialty *Up to a 30-day supply*	30% up to $250 maximum (after $300 drug deductible)	30% up to $250 maximum (after $300 drug deductible)	40% up to $500 maximum (after $500 drug deductible)	40% up to $500 maximum (after $500 drug deductible)

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Medical Rate Area: 7
Dental Rate Area: A

Renewal Options: Supplemental Family Dental Plans—DeltaCare HMO

Dental rates are based on the ZIP code of your business location.

Employee Name	Status	Tier	DeltaCare HMO 10A	DeltaCare HMO 13B
1 **Abrego, Ivan**	Employee	Employee	$23.25	$17.01
2 **Aguayo, Vanessa**	Employee	Employee	$23.25	$17.01
3 **Alejandre, Carolina**	Employee	Employee	$23.25	$17.01
4 **Alfaro, Yasmin**	Employee	Employee	$23.25	$17.01
5 **Amador Perez, Veronica**	Employee	Employee + Child(ren)	$61.85	$45.25
6 **Anaya, Fabiana**	Employee	Employee + Family	$85.33	$62.43
7 **Andrade, Giselle**	Employee	Employee	$23.25	$17.01
8 **Arias, Andres**	Employee	Employee	$23.25	$17.01
9 **Avila, Talina**	Employee	Employee	$23.25	$17.01
10 **Balassoubramaniane, Yamini**	Employee	Employee	$23.25	$17.01
11 **Banuelos, Liliana**	Employee	Employee	$23.25	$17.01
12 **Barahona, Nancy**	Employee	Employee	$23.25	$17.01
13 **Barron, Catherine**	Employee	Employee + Child(ren)	$61.85	$45.25
14 **Bernal, Roberto**	Employee	Employee + Spouse	$44.41	$32.49
15 **Caballero- Sanchez, Makayla**	Employee	Employee	$23.25	$17.01
16 **Camacho, Karen**	Employee	Employee	$23.25	$17.01
17 **Carrera-villarreal, Brincy**	Employee	Employee + Spouse	$44.41	$32.49
18 **Carroll, Adrienne**	Employee	Employee	$23.25	$17.01
19 **Cervantes, Nina**	Employee	Employee	$23.25	$17.01
20 **Chavez Gama, Miriam**	Employee	Employee + Child(ren)	$61.85	$45.25
21 **Corona, Jenifer**	Employee	Employee	$23.25	$17.01

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Renewal Options: Supplemental Family Dental Plans—DeltaCare HMO (continued)

Employee Name	Status	Tier	DeltaCare HMO 10A	DeltaCare HMO 13B
22 **Coughlin, Haley**	Employee	Employee	$23.25	$17.01
23 **Daily, Matthew**	Employee	Employee	$23.25	$17.01
24 **Deberry, Christina**	Employee	Employee	$23.25	$17.01
25 **Dension, Sommer**	Employee	Employee	$23.25	$17.01
26 **Do, Que**	Employee	Employee	$23.25	$17.01
27 **Douglas, Emilee**	Employee	Employee	$23.25	$17.01
28 **Erway, Brittany**	Employee	Employee	$23.25	$17.01
29 **Fernandez, Bianca**	Employee	Employee	$23.25	$17.01
30 **Flores, Deanna**	Employee	Employee	$23.25	$17.01
31 **Gabriel, Brigida**	Employee	Employee	$23.25	$17.01
32 **Gamboa, Cesar**	Employee	Employee	$23.25	$17.01
33 **Garcia, Elizabeth**	Employee	Employee	$23.25	$17.01
34 **Garibay, Jose**	Employee	Employee	$23.25	$17.01
35 **Gomez, Daniela**	Employee	Employee	$23.25	$17.01
36 **Gomez, Jorge**	Employee	Employee	$23.25	$17.01
37 **Gonzales Camacho, Yeraldin**	Employee	Employee	$23.25	$17.01
38 **Gonzalez, Danielle**	Employee	Employee	$23.25	$17.01
39 **Gonzalez, Gabriela**	Employee	Employee	$23.25	$17.01
40 **Gonzalez Gutierrez, Karen**	Employee	Employee	$23.25	$17.01
41 **Gonzalez Moctezuma, Jesus**	Employee	Employee + Spouse	$44.41	$32.49
42 **Gonzalez Rodas, Hector**	Employee	Employee	$23.25	$17.01
43 **Grim, Ellen**	Employee	Employee + Family	$85.33	$62.43
44 **Gutierrez, Luz**	Employee	Employee	$23.25	$17.01
45 **Hernandez, Javier**	Employee	Employee	$23.25	$17.01
46 **Herrera, Juanita**	Employee	Employee	$23.25	$17.01

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Renewal Options: Supplemental Family Dental Plans—DeltaCare HMO (continued)

Employee Name	Status	Tier	DeltaCare HMO 10A	DeltaCare HMO 13B
47 **Holland, Miriam**	Employee	Employee	$23.25	$17.01
48 **Hunt, Zoe**	Employee	Employee	$23.25	$17.01
49 **Ibanez, Genesis**	Employee	Employee	$23.25	$17.01
50 **Jacinto, Olivia**	Employee	Employee	$23.25	$17.01
51 **Jeronimo, Areny**	Employee	Employee	$23.25	$17.01
52 **Jimenez, Stephanie**	Employee	Employee	$23.25	$17.01
53 **Juarez, Lizette**	Employee	Employee	$23.25	$17.01
54 **Kessel, Jaqueline**	Employee	Employee	$23.25	$17.01
55 **Lemus, Maria**	Employee	Employee	$23.25	$17.01
56 **Leon Hernandez, America**	Employee	Employee	$23.25	$17.01
57 **Lopez, Edgar**	Employee	Employee	$23.25	$17.01
58 **Lopez Serrano, Luisa**	Employee	Employee	$23.25	$17.01
59 **Lorenzo, Adilene**	Employee	Employee	$23.25	$17.01
60 **Loya, Patricia**	Employee	Employee	$23.25	$17.01
61 **Luquin, Ivan**	Employee	Employee	$23.25	$17.01
62 **Mallamace, Megan**	Employee	Employee + Child(ren)	$61.85	$45.25
63 **Martin, Ricardo**	Employee	Employee	$23.25	$17.01
64 **Martinez, Alma**	Employee	Employee	$23.25	$17.01
65 **Martinez Almanza, Alma**	Employee	Employee	$23.25	$17.01
66 **Mason, Jonathan**	Employee	Employee	$23.25	$17.01
67 **Mcguigan, Madelyn**	Employee	Employee + Spouse	$44.41	$32.49
68 **Mendoza, Carmina**	Employee	Employee	$23.25	$17.01
69 **Mijangos, Ariana**	Employee	Employee + Child(ren)	$61.85	$45.25
70 **Monterrosa, Vanessa**	Employee	Employee	$23.25	$17.01

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Renewal Options: Supplemental Family Dental Plans—DeltaCare HMO (continued)

Employee Name	Status	Tier	DeltaCare HMO 10A	DeltaCare HMO 13B
71 **Moore, Marie**	Employee	Employee	$23.25	$17.01
72 **Morales, Biridiana**	Employee	Employee	$23.25	$17.01
73 **Moreno, Anthony**	Employee	Employee	$23.25	$17.01
74 **Morones, Rosaura**	Employee	Employee	$23.25	$17.01
75 **Munoz, Alejandra**	Employee	Employee	$23.25	$17.01
76 **Natarajan, Priyasundari**	Employee	Employee	$23.25	$17.01
77 **Nunez, Romelia**	Employee	Employee	$23.25	$17.01
78 **Ojeda, Maria**	Employee	Employee	$23.25	$17.01
79 **Olivares Ruiz, Rafael**	Employee	Employee	$23.25	$17.01
80 **Ortiz, Joselyn**	Employee	Employee	$23.25	$17.01
81 **Osuna, Alejandra**	Employee	Employee + Spouse	$44.41	$32.49
82 **Pacheco, Yvette**	Employee	Employee	$23.25	$17.01
83 **Pearson, Elena**	Employee	Employee	$23.25	$17.01
84 **Perales, Abbygael**	Employee	Employee	$23.25	$17.01
85 **Perez-garcia, Karla**	Employee	Employee	$23.25	$17.01
86 **Quintanilla, Gabriela**	Employee	Employee	$23.25	$17.01
87 **Ramirez, Ana**	Employee	Employee	$23.25	$17.01
88 **Ramirez Soto, Lizbeth**	Employee	Employee	$23.25	$17.01
89 **Reyes, Nataly**	Employee	Employee	$23.25	$17.01
90 **Reyes Ruiz, Jessica**	Employee	Employee	$23.25	$17.01
91 **Riahi, Elaheh**	Employee	Employee + Child(ren)	$61.85	$45.25
92 **Rios, Santiago**	Employee	Employee	$23.25	$17.01
93 **Rivas, Alyce**	Employee	Employee	$23.25	$17.01
94 **Rocha-ortiz, Bertha**	Employee	Employee	$23.25	$17.01
95 **Rodriguez, Julissa**	Employee	Employee	$23.25	$17.01

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Renewal Options: Supplemental Family Dental Plans—DeltaCare HMO (continued)

Employee Name	Status	Tier	DeltaCare HMO 10A	DeltaCare HMO 13B
96 **Rosas, Michelle**	Employee	Employee	$23.25	$17.01
97 **Rosas, Sandra**	Employee	Employee	$23.25	$17.01
98 **Rubio, Yesenia**	Employee	Employee	$23.25	$17.01
99 **Ruiz, Roberto**	Employee	Employee	$23.25	$17.01
100 **Samano Ruiz, Mayra**	Employee	Employee	$23.25	$17.01
101 **Sanchez, Elizabeth**	Employee	Employee + Spouse	$44.41	$32.49
102 **Sanchez, Jasmine**	Employee	Employee	$23.25	$17.01
103 **Sanchez, Rogelio**	Employee	Employee	$23.25	$17.01
104 **Santiago, Eduardo**	Employee	Employee	$23.25	$17.01
105 **Silva, Serafin**	Employee	Employee	$23.25	$17.01
106 **Solorzano, Maria**	Employee	Employee	$23.25	$17.01
107 **Soto, Cynthia**	Employee	Employee	$23.25	$17.01
108 **Soto-morales, Rodrigo**	Employee	Employee	$23.25	$17.01
109 **Tejada, Ana**	Employee	Employee	$23.25	$17.01
110 **Tejada, Maria**	Employee	Employee	$23.25	$17.01
111 **Teran, Nubia**	Employee	Employee	$23.25	$17.01
112 **Teso, Frances**	Employee	Employee + Family	$85.33	$62.43
113 **Torres, Catherine**	Employee	Employee	$23.25	$17.01
114 **Valencia Ruiz, Ashley**	Employee	Employee	$23.25	$17.01
115 **Villalobos, Llesenia**	Employee	Employee	$23.25	$17.01
116 **Villanueva, Jose**	Employee	Employee	$23.25	$17.01
117 **Villasenor, Juan**	Employee	Employee + Child(ren)	$61.85	$45.25
118 **Zhu, Silvia**	Employee	Employee	$23.25	$17.01
	Total Monthly Premium		**$3,326.90**	**$2,434.00**

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Supplemental Family Dental Plan Benefits—DeltaCare HMO

For more information about plan benefits and restrictions, refer to the plan highlight information at kp.org/smallbusinessplans/ca or your *Disclosure Form/ Evidence of Coverage.*

Benefits/Services	DeltaCare HMO 10A	DeltaCare HMO 13B
Year deductible per member	None	None
Benefit maximum per member per year	None	None
Procedures not subject to deductible		
Exams	$0	$0
Bitewing X-rays	$0	$0
Other X-rays	$0	$0
Procedures subject to deductible		
Fillings	$0	$0
Crowns	$195 (porcelain)	$355 (porcelain)
Prosthodontics	$100	$285
Orthodontics (Children to age 19)	$1,700	$1,900
Orthodontics (Adults)	$1,900	$2,100

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Renewal Options: Supplemental Family Dental Plans—KPIC PPO

Dental rates are based on the ZIP code of your business location.

Employee Name	Status	Tier	KPIC PPO AG 1500	KPIC PPO AH 2000	KPIC PPO D 1500	KPIC PPO E 1000	KPIC PPO E 1500
1 **Abrego, Ivan**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
2 **Aguayo, Vanessa**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
3 **Alejandre, Carolina**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
4 **Alfaro, Yasmin**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
5 **Amador Perez, Veronica**	Employee	Employee + Child(ren)	$133.48	$145.40	$91.22	$111.26	$122.66
6 **Anaya, Fabiana**	Employee	Employee + Family	$211.02	$229.87	$144.21	$175.90	$193.92
7 **Andrade, Giselle**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
8 **Arias, Andres**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
9 **Avila, Talina**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
10 **Balassoubramaniane, Yamini**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
11 **Banuelos, Liliana**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
12 **Barahona, Nancy**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
13 **Barron, Catherine**	Employee	Employee + Child(ren)	$133.48	$145.40	$91.22	$111.26	$122.66
14 **Bernal, Roberto**	Employee	Employee + Spouse	$130.30	$141.94	$89.05	$108.61	$119.74
15 **Caballero- Sanchez, Makayla**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
16 **Camacho, Karen**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
17 **Carrera-villarreal, Brincy**	Employee	Employee + Spouse	$130.30	$141.94	$89.05	$108.61	$119.74
18 **Carroll, Adrienne**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
19 **Cervantes, Nina**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
20 **Chavez Gama, Miriam**	Employee	Employee + Child(ren)	$133.48	$145.40	$91.22	$111.26	$122.66
21 **Corona, Jenifer**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41

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Renewal Options: Supplemental Family Dental Plans—KPIC PPO (continued)

Employee Name	Status	Tier	KPIC PPO AG 1500	KPIC PPO AH 2000	KPIC PPO D 1500	KPIC PPO E 1000	KPIC PPO E 1500
22 **Coughlin, Haley**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
23 **Daily, Matthew**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
24 **Deberry, Christina**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
25 **Dension, Sommer**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
26 **Do, Que**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
27 **Douglas, Emilee**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
28 **Erway, Brittany**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
29 **Fernandez, Bianca**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
30 **Flores, Deanna**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
31 **Gabriel, Brigida**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
32 **Gamboa, Cesar**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
33 **Garcia, Elizabeth**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
34 **Garibay, Jose**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
35 **Gomez, Daniela**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
36 **Gomez, Jorge**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
37 **Gonzales Camacho, Yeraldin**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
38 **Gonzalez, Danielle**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
39 **Gonzalez, Gabriela**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
40 **Gonzalez Gutierrez, Karen**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
41 **Gonzalez Moctezuma, Jesus**	Employee	Employee + Spouse	$130.30	$141.94	$89.05	$108.61	$119.74
42 **Gonzalez Rodas, Hector**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
43 **Grim, Ellen**	Employee	Employee + Family	$211.02	$229.87	$144.21	$175.90	$193.92
44 **Gutierrez, Luz**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
45 **Hernandez, Javier**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
46 **Herrera, Juanita**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41

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Renewal Options: Supplemental Family Dental Plans—KPIC PPO (continued)

Employee Name	Status	Tier	KPIC PPO AG 1500	KPIC PPO AH 2000	KPIC PPO D 1500	KPIC PPO E 1000	KPIC PPO E 1500
47 **Holland, Miriam**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
48 **Hunt, Zoe**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
49 **Ibanez, Genesis**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
50 **Jacinto, Olivia**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
51 **Jeronimo, Areny**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
52 **Jimenez, Stephanie**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
53 **Juarez, Lizette**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
54 **Kessel, Jaqueline**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
55 **Lemus, Maria**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
56 **Leon Hernandez, America**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
57 **Lopez, Edgar**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
58 **Lopez Serrano, Luisa**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
59 **Lorenzo, Adilene**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
60 **Loya, Patricia**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
61 **Luquin, Ivan**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
62 **Mallamace, Megan**	Employee	Employee + Child(ren)	$133.48	$145.40	$91.22	$111.26	$122.66
63 **Martin, Ricardo**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
64 **Martinez, Alma**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
65 **Martinez Almanza, Alma**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
66 **Mason, Jonathan**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
67 **Mcguigan, Madelyn**	Employee	Employee + Spouse	$130.30	$141.94	$89.05	$108.61	$119.74
68 **Mendoza, Carmina**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
69 **Mijangos, Ariana**	Employee	Employee + Child(ren)	$133.48	$145.40	$91.22	$111.26	$122.66
70 **Monterrosa, Vanessa**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41

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Renewal Options: Supplemental Family Dental Plans—KPIC PPO (continued)

Employee Name	Status	Tier	KPIC PPO AG 1500	KPIC PPO AH 2000	KPIC PPO D 1500	KPIC PPO E 1000	KPIC PPO E 1500
71 **Moore, Marie**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
72 **Morales, Biridiana**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
73 **Moreno, Anthony**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
74 **Morones, Rosaura**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
75 **Munoz, Alejandra**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
76 **Natarajan, Priyasundari**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
77 **Nunez, Romelia**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
78 **Ojeda, Maria**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
79 **Olivares Ruiz, Rafael**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
80 **Ortiz, Joselyn**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
81 **Osuna, Alejandra**	Employee	Employee + Spouse	$130.30	$141.94	$89.05	$108.61	$119.74
82 **Pacheco, Yvette**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
83 **Pearson, Elena**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
84 **Perales, Abbygael**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
85 **Perez-garcia, Karla**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
86 **Quintanilla, Gabriela**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
87 **Ramirez, Ana**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
88 **Ramirez Soto, Lizbeth**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
89 **Reyes, Nataly**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
90 **Reyes Ruiz, Jessica**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
91 **Riahi, Elaheh**	Employee	Employee + Child(ren)	$133.48	$145.40	$91.22	$111.26	$122.66
92 **Rios, Santiago**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
93 **Rivas, Alyce**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
94 **Rocha-ortiz, Bertha**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
95 **Rodriguez, Julissa**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41

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Renewal Options: Supplemental Family Dental Plans—KPIC PPO (continued)

Employee Name	Status	Tier	KPIC PPO AG 1500	KPIC PPO AH 2000	KPIC PPO D 1500	KPIC PPO E 1000	KPIC PPO E 1500
96 **Rosas, Michelle**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
97 **Rosas, Sandra**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
98 **Rubio, Yesenia**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
99 **Ruiz, Roberto**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
100 **Samano Ruiz, Mayra**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
101 **Sanchez, Elizabeth**	Employee	Employee + Spouse	$130.30	$141.94	$89.05	$108.61	$119.74
102 **Sanchez, Jasmine**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
103 **Sanchez, Rogelio**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
104 **Santiago, Eduardo**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
105 **Silva, Serafin**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
106 **Solorzano, Maria**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
107 **Soto, Cynthia**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
108 **Soto-morales, Rodrigo**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
109 **Tejada, Ana**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
110 **Tejada, Maria**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
111 **Teran, Nubia**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
112 **Teso, Frances**	Employee	Employee + Family	$211.02	$229.87	$144.21	$175.90	$193.92
113 **Torres, Catherine**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
114 **Valencia Ruiz, Ashley**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
115 **Villalobos, Llesenia**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
116 **Villanueva, Jose**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
117 **Villasenor, Juan**	Employee	Employee + Child(ren)	$133.48	$145.40	$91.22	$111.26	$122.66
118 **Zhu, Silvia**	Employee	Employee	$63.56	$69.24	$43.44	$52.98	$58.41
	Total Monthly Premium		**$8,832.34**	**$9,621.53**	**$6,036.35**	**$7,362.14**	**$8,116.64**

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Supplemental Family Dental Plan Benefits—KPIC PPO

For more information about plan benefits and restrictions, refer to the plan highlight information at kp.org/smallbusinessplans/ca or your *Disclosure Form/ Evidence of Coverage.*

Benefits/Services	KPIC PPO AG 1500	KPIC PPO AH 2000	KPIC PPO D 1500	KPIC PPO E 1000	KPIC PPO E 1500
	In Network/Out of Network				
Year deductible per member	$50/$50 per member	$50/$50 per member	$25/$50	$25/$50	$25/$50
Benefit maximum per member per year	$1,500 per member	$2,000 per member	$1,500	$1,000	$1,500
Procedures not subject to deductible					
	Plan Pays				
Exams	100%/90%	100%/90%	100%/50%	100%/50%	100%/50%
Bitewing X-rays	100%/90%	100%/90%	100%/50%	100%/50%	100%/50%
Other X-rays	80%/70%	80%/70%	80%/50%	80%/50%	80%/50%
Procedures subject to deductible					
Fillings	80%/70%	80%/70%	80%/50%	80%/50%	80%/50%
Crowns	80%/70%	80%/70%	80%/50% (stainless steel)	80%/50% (stainless steel)	80%/50% (stainless steel)
Prosthodontics	50%/50%	50%/50%	Not covered	50%/50%	50%/50%
Orthodontics (Children to age 19)	Not covered	Not covered	Not covered	Not covered	Not covered
Orthodontics (Adults)	Not covered	Not covered	Not covered	Not covered	Not covered

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Renewal Options: Supplemental Family Dental Plans—KPIC Fee-for-Service (Premier)

Dental rates are based on the ZIP code of your business location.

Employee Name	Status	Tier	KPIC Fee-for-Service Plan C	KPIC Fee-for-Service Plan D	KPIC Fee-for-Service Plan E	KPIC Fee-for-Service Plan E with Ortho
1 **Abrego, Ivan**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
2 **Aguayo, Vanessa**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
3 **Alejandre, Carolina**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
4 **Alfaro, Yasmin**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
5 **Amador Perez, Veronica**	Employee	Employee + Child(ren)	$80.35	$124.92	$162.22	$165.63
6 **Anaya, Fabiana**	Employee	Employee + Family	$127.02	$197.50	$256.47	$261.85
7 **Andrade, Giselle**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
8 **Arias, Andres**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
9 **Avila, Talina**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
10 **Balassoubramaniane, Yamini**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
11 **Banuelos, Liliana**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
12 **Barahona, Nancy**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
13 **Barron, Catherine**	Employee	Employee + Child(ren)	$80.35	$124.92	$162.22	$165.63
14 **Bernal, Roberto**	Employee	Employee + Spouse	$78.43	$121.95	$158.36	$161.68
15 **Caballero- Sanchez, Makayla**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
16 **Camacho, Karen**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
17 **Carrera-villarreal, Brincy**	Employee	Employee + Spouse	$78.43	$121.95	$158.36	$161.68
18 **Carroll, Adrienne**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
19 **Cervantes, Nina**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
20 **Chavez Gama, Miriam**	Employee	Employee + Child(ren)	$80.35	$124.92	$162.22	$165.63
21 **Corona, Jenifer**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
22 **Coughlin, Haley**	Employee	Employee	$38.26	$59.49	$77.25	$78.87

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Renewal Options: Supplemental Family Dental Plans—KPIC Fee-for-Service (Premier) (continued)

Employee Name	Status	Tier	KPIC Fee-for-Service Plan C	KPIC Fee-for-Service Plan D	KPIC Fee-for-Service Plan E	KPIC Fee-for-Service Plan E with Ortho
23 **Daily, Matthew**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
24 **Deberry, Christina**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
25 **Dension, Sommer**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
26 **Do, Que**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
27 **Douglas, Emilee**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
28 **Erway, Brittany**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
29 **Fernandez, Bianca**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
30 **Flores, Deanna**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
31 **Gabriel, Brigida**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
32 **Gamboa, Cesar**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
33 **Garcia, Elizabeth**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
34 **Garibay, Jose**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
35 **Gomez, Daniela**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
36 **Gomez, Jorge**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
37 **Gonzales Camacho, Yeraldin**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
38 **Gonzalez, Danielle**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
39 **Gonzalez, Gabriela**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
40 **Gonzalez Gutierrez, Karen**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
41 **Gonzalez Moctezuma, Jesus**	Employee	Employee + Spouse	$78.43	$121.95	$158.36	$161.68
42 **Gonzalez Rodas, Hector**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
43 **Grim, Ellen**	Employee	Employee + Family	$127.02	$197.50	$256.47	$261.85
44 **Gutierrez, Luz**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
45 **Hernandez, Javier**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
46 **Herrera, Juanita**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
47 **Holland, Miriam**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
48 **Hunt, Zoe**	Employee	Employee	$38.26	$59.49	$77.25	$78.87

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Renewal Options: Supplemental Family Dental Plans—KPIC Fee-for-Service (Premier) (continued)

Employee Name	Status	Tier	KPIC Fee-for-Service Plan C	KPIC Fee-for-Service Plan D	KPIC Fee-for-Service Plan E	KPIC Fee-for-Service Plan E with Ortho
49 **Ibanez, Genesis**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
50 **Jacinto, Olivia**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
51 **Jeronimo, Areny**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
52 **Jimenez, Stephanie**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
53 **Juarez, Lizette**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
54 **Kessel, Jaqueline**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
55 **Lemus, Maria**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
56 **Leon Hernandez, America**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
57 **Lopez, Edgar**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
58 **Lopez Serrano, Luisa**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
59 **Lorenzo, Adilene**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
60 **Loya, Patricia**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
61 **Luquin, Ivan**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
62 **Mallamace, Megan**	Employee	Employee + Child(ren)	$80.35	$124.92	$162.22	$165.63
63 **Martin, Ricardo**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
64 **Martinez, Alma**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
65 **Martinez Almanza, Alma**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
66 **Mason, Jonathan**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
67 **Mcguigan, Madelyn**	Employee	Employee + Spouse	$78.43	$121.95	$158.36	$161.68
68 **Mendoza, Carmina**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
69 **Mijangos, Ariana**	Employee	Employee + Child(ren)	$80.35	$124.92	$162.22	$165.63
70 **Monterrosa, Vanessa**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
71 **Moore, Marie**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
72 **Morales, Biridiana**	Employee	Employee	$38.26	$59.49	$77.25	$78.87

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Employee Name	Status	Tier	KPIC Fee-for-Service Plan C	KPIC Fee-for-Service Plan D	KPIC Fee-for-Service Plan E	KPIC Fee-for-Service Plan E with Ortho
73 **Moreno, Anthony**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
74 **Morones, Rosaura**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
75 **Munoz, Alejandra**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
76 **Natarajan, Priyasundari**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
77 **Nunez, Romelia**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
78 **Ojeda, Maria**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
79 **Olivares Ruiz, Rafael**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
80 **Ortiz, Joselyn**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
81 **Osuna, Alejandra**	Employee	Employee + Spouse	$78.43	$121.95	$158.36	$161.68
82 **Pacheco, Yvette**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
83 **Pearson, Elena**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
84 **Perales, Abbygael**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
85 **Perez-garcia, Karla**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
86 **Quintanilla, Gabriela**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
87 **Ramirez, Ana**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
88 **Ramirez Soto, Lizbeth**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
89 **Reyes, Nataly**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
90 **Reyes Ruiz, Jessica**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
91 **Riahi, Elaheh**	Employee	Employee + Child(ren)	$80.35	$124.92	$162.22	$165.63
92 **Rios, Santiago**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
93 **Rivas, Alyce**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
94 **Rocha-ortiz, Bertha**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
95 **Rodriguez, Julissa**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
96 **Rosas, Michelle**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
97 **Rosas, Sandra**	Employee	Employee	$38.26	$59.49	$77.25	$78.87

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Renewal Effective Date: September 01, 2021
Medical Rate Area: 7
Dental Rate Area: A

Renewal Options: Supplemental Family Dental Plans—KPIC Fee-for-Service (Premier) (continued)

Employee Name	Status	Tier	KPIC Fee-for-Service Plan C	KPIC Fee-for-Service Plan D	KPIC Fee-for-Service Plan E	KPIC Fee-for-Service Plan E with Ortho
98 **Rubio, Yesenia**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
99 **Ruiz, Roberto**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
100 **Samano Ruiz, Mayra**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
101 **Sanchez, Elizabeth**	Employee	Employee + Spouse	$78.43	$121.95	$158.36	$161.68
102 **Sanchez, Jasmine**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
103 **Sanchez, Rogelio**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
104 **Santiago, Eduardo**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
105 **Silva, Serafin**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
106 **Solorzano, Maria**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
107 **Soto, Cynthia**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
108 **Soto-morales, Rodrigo**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
109 **Tejada, Ana**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
110 **Tejada, Maria**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
111 **Teran, Nubia**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
112 **Teso, Frances**	Employee	Employee + Family	$127.02	$197.50	$256.47	$261.85
113 **Torres, Catherine**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
114 **Valencia Ruiz, Ashley**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
115 **Villalobos, Llesenia**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
116 **Villanueva, Jose**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
117 **Villasenor, Juan**	Employee	Employee + Child(ren)	$80.35	$124.92	$162.22	$165.63
118 **Zhu, Silvia**	Employee	Employee	$38.26	$59.49	$77.25	$78.87
	Total Monthly Premium		**$5,316.61**	**$8,266.62**	**$10,734.61**	**$10,959.78**

KAISER PERMANENTE®

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES
Group ID: 659709
Renewal Effective Date: September 01, 2021
Medical Rate Area: 7
Dental Rate Area: A

Supplemental Family Dental Plan Benefits—KPIC Fee-for-Service (Premier)

For more information about plan benefits and restrictions, refer to the plan highlight information at kp.org/smallbusinessplans/ca or your *Disclosure Form/ Evidence of Coverage.* Benefits payable will be based on the lesser of the usual, customary, and reasonable fees or the fees actually charged.

Benefits/Services	KPIC Fee-for-Service Plan C	KPIC Fee-for-Service Plan D	KPIC Fee-for-Service Plan E	KPIC Fee-for-Service Plan E with Ortho
Year deductible per member	None	$25	$25	$25
Benefit maximum per member per year	$500	$1,000	$1,000	$1,000
	Plan Pays			
Procedures not subject to deductible				
Exams	100%	100%	100%	100%
Bitewing X-rays	100%	100%	100%	100%
Other X-rays	80%	80%	80%	80%
Procedures subject to deductible				
Fillings	80%	80%	80%	80%
Crowns	80%	80%	80%	80%
Prosthodontics	Not covered	Not covered	50%	50%
Orthodontics (Children to age 19)	Not covered	Not covered	Not covered	50%
Orthodontics (Adults)	Not covered	Not covered	Not covered	Not covered

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

KAISER PERMANENTE®

Group ID: 659709

Renewal Effective Date: September 01, 2021

2021 Renewal Changes

If you're not making any changes, you don't need to submit this form.

To avoid processing delays, be sure to sign and submit **all sections (1–10)** of this form by the 1st of your renewal effective month to **amt@kp.org**, or fax it to **800-369-8010.**

Plan changes received by 5 p.m. Pacific time (PT) on the 15th of the month will be applied retroactively to the 1st of your renewal month. Plan changes received after 5 p.m. PT on the 15th of the month will be effective on the 1st of the following month.

1. **CANCEL PLANS**

If you don't want to offer any of these plan(s) at your renewal, check the box next to the plan name.

Cancel medical plan(s)

- ☐ Platinum 90 HMO 0/20 + Child Dental
- ☐ Gold 80 HMO 250/35 + Child Dental
- ☐ Silver 70 HMO 2250/55 + Child Dental

CONFIRM CHANGES BY SIGNING HERE

Sign each page and return. Please correct or supply signer, phone, and email as appropriate.
I affirm that I have authority to contract with KFHP and KPIC on behalf of the group.

LIZZETTE RAMIREZ

Authorized Company Signer	**Company Title (please print)**
X **Signature**	**Date**
	LRAMIREZ@VOICESCHARTERSCHOOL.COM
Phone number	**Email address**

Please sign and email all renewal change pages to amt@kp.org, or fax them to 800-369-8010. **74**

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VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

Group ID: 659709

Renewal Effective Date: September 01, 2021

2. ADD NEW MEDICAL PLANS

To add plans, check the box next to the plan name. Groups with 1 to 5 enrolled subscribers are eligible to offer up to 4 plans. Groups with 6 or more enrolled subscribers are eligible to offer 1 or more plans. Summary of Benefits and Coverage (SBC) documents for all our plans are available at **kp.org/smallbusiness-sbc/ca**.[1]

HMO Plans	PPO Insurance Plans[2]
☐ Platinum 90 HMO 0/10 + Child Dental Alt ☐ Platinum 90 HMO 0/20 + Child Dental	☐ Platinum 90 PPO 0/15 + Child Dental
☐ Gold 80 HMO 0/30 + Child Dental Alt ☐ Gold 80 HMO 250/35 + Child Dental ☐ Gold 80 HMO 1000/40 + Child Dental Alt ☐ Gold 80 HRA HMO 2250/35 + Child Dental	☐ Gold 80 PPO 350/25 + Child Dental
☐ Silver 70 HMO 1650/55 + Child Dental Alt ☐ Silver 70 HMO 2100/55 + Child Dental Alt ☐ Silver 70 HMO 2250/55 + Child Dental ☐ Silver 70 HMO 2600/55 + Child Dental Alt ☐ Silver 70 HDHP HMO 2500/20% + Child Dental	☐ Silver 70 PPO 2250/55 + Child Dental
☐ Bronze 60 HMO 5400/60 + Child Dental Alt ☐ Bronze 60 HMO 6300/65 + Child Dental ☐ Bronze 60 HDHP HMO 7000/0 + Child Dental	☐ Bronze 60 PPO 6300/65 + Child Dental

If you've selected an HDHP or HRA medical plan and you would like to pair it with an HSA or HRA administered through Kaiser Permanente, you **must** contact our Small Business Account Management Support Team at **800-790-4661**, **option 3**, as additional documents are required and administration fees will apply.

If you selected the Gold 80 HRA HMO 2250/35 above, you must establish and fund an HRA for each enrolled employee. The allowable funding range is $100 to $400 per employee. If your group covers dependents, the allowable funding range per family is $200 to $800.

3. ADD INFERTILITY BENEFIT

The optional infertility benefit is available only to groups with 20 or more eligible employees where Kaiser Permanente is the sole carrier. If you select this benefit, it will be added to all the HMO plans you offer, and the cost will be included in the medical plan rate.

Add: ☐ Infertility benefit

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VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

Group ID: 659709

Renewal Effective Date: September 01, 2021

4. ADD SUPPLEMENTAL FAMILY DENTAL PLAN (Optional)[3]

Select only 1 plan

KPIC Fee-for-service (Premier)	☐ Plan C	☐ Plan D	☐ Plan E	☐ Plan E w/ Ortho[4]
KPIC PPO	☐ PPO AG 1500	☐ PPO AH 2000	☐ PPO D 1500	
	☐ PPO E 1000	☐ PPO E 1500		
DeltaCare HMO	☐ 10A HMO	☐ 13B HMO		

5. ADD CHIROPRACTIC/ACUPUNCTURE BENEFIT

The chiropractic/acupuncture benefit can only be added at renewal and is only available to employees enrolled in a grandfathered (nonmetal) HMO medical plan. If you add the chiropractic/acupuncture benefit, all eligible subscribers and dependents must participate. The benefit cannot be offered with any metal plan, or with any grandfathered (nonmetal) HSA-qualified deductible HMO plan.

Add: ☐ Chiropractic/acupuncture benefit for grandfathered (nonmetal) copay, deductible HMO, and deductible HMO with HRA plans

6. CHANGE EMPLOYER PREMIUM CONTRIBUTION

Company contribution for employee coverage

Your contribution to coverage can be a percentage or a fixed dollar amount. **Your minimum contribution must be at least 50% of the "employee only" monthly premium for the lowest-priced Kaiser Permanente medical plan offered by you, the employer.**

Percentage of the premium is based on the following (select 1 only):

☐ Lowest plan offered ☐ All plans offered ☐ Specific plan offered: _____

Employer contribution (50%–100%): _____ % per employee _____ % per dependent (optional)

Employer contribution (fixed $): _____ $ per employee _____ $ per dependent (optional)

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KAISER PERMANENTE®

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

Group ID: 659709

Renewal Effective Date: September 01, 2021

7. CHANGE ERISA STATUS[5]

Our records indicate that your group is subject to ERISA.

If your ERISA status has changed, please indicate the new status below:

☐ Subject to ERISA ☐ Not subject to ERISA

If you return this form without checking a box, we will assume you are not changing your ERISA status, and we will retain your group health plan's status as it is currently listed in our records.

8. UNDERWRITING STATEMENT

The copay HMO plans, HSA-qualified high deductible health plans, deductible HMO plans, and the deductible HMO plans with HRA, are underwritten by Kaiser Foundation Health Plan, Inc. (KFHP). Kaiser Permanente Insurance Company (KPIC), a subsidiary of KFHP, underwrites the Preferred Provider Organization (PPO) plans as well as the Premier and PPO dental plans. The chiropractic/acupuncture benefit is administered by American Specialty Health Plans of California, Inc.

9. FOOTNOTES

1. You can access Summary of Benefits and Coverage (SBC) documents to help you make an informed choice about your health plan(s). These documents summarize information about your health coverage options so you can easily compare Kaiser Permanente benefits and coverage with those of other carriers. Please provide your eligible employees with SBCs for your renewal plan(s) or for any plan(s) you change to in the future.
2. For your group to be eligible for the PPO plan, you must have Kaiser Permanente as your sole carrier. Groups may only have 1 PPO plan. If you add a PPO plan, you must complete and submit an Employer Application with this "renewal changes" form.
3. Dental plans are only available when purchased with a medical plan at group enrollment or group renewal. If you choose a dental plan, all eligible subscribers and dependents must participate. A medical PPO plan member living outside California is not eligible for the DeltaCare HMO plan.
4. At least 10 subscribers are needed to enroll the group in Dental Plan E with Orthodontics.
5. ERISA is a federal law that sets minimum standards for employee benefit plans established by private employers and employee organizations. Many group health plans are subject to ERISA, although government and church plans generally aren't. If you're unsure of your group health plan's ERISA status, we recommend that you consult with your financial or legal advisor before responding.

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KAISER PERMANENTE®

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

Group ID: 659709

Renewal Effective Date: September 01, 2021

10. UPDATE RENEWAL HEALTH PLAN SELECTION FOR EACH EMPLOYEE (Census)

Please complete the "New Plan Selection"column for each employee listed below. Fill in the new plan name or "N/C" (no change) for each employee, then sign and **submit all sections (1–10)** to **800-369-8010**, or email to **amt@kp.org**. To add a new employee or to terminate coverage for an employee, please see step 3 in "Your 2021 renewal checklist." Please add all COBRA members; they have not been printed on this page.

This census was taken approximately 120 days before your group renewal date.

RENEWAL PLAN SELECTION FOR EACH EMPLOYEE					
	Employee Name	Age	Tier	Renewal Plan	New Plan Selection
1.	Abrego, Ivan	27	Employee	Gold 80 HMO 250/35 + Child Dental	
2.	Aguayo, Vanessa	27	Employee	Gold 80 HMO 250/35 + Child Dental	
3.	Alejandre, Carolina	31	Employee	Platinum 90 HMO 0/20 + Child Dental	
4.	Alfaro, Yasmin	23	Employee	Gold 80 HMO 250/35 + Child Dental	
5.	Amador Perez, Veronica	27	Employee + Child(ren)	Platinum 90 HMO 0/20 + Child Dental	
6.	Anaya, Fabiana	27	Employee + Family	Silver 70 HMO 2250/55 + Child Dental	
7.	Andrade, Giselle	24	Employee	Platinum 90 HMO 0/20 + Child Dental	
8.	Arias, Andres	27	Employee	Gold 80 HMO 250/35 + Child Dental	
9.	Avila, Talina	30	Employee	Platinum 90 HMO 0/20 + Child Dental	
10.	Balassoubramaniane, Yamini	43	Employee	Silver 70 HMO 2250/55 + Child Dental	
11.	Banuelos, Liliana	25	Employee	Gold 80 HMO 250/35 + Child Dental	
12.	Barahona, Nancy	27	Employee	Gold 80 HMO 250/35 + Child Dental	
13.	Barron, Catherine	43	Employee + Child(ren)	Gold 80 HMO 250/35 + Child Dental	

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LIZZETTE RAMIREZ

Authorized Company Signer

Company Title (please print)

X

Signature

Date

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VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

Group ID: 659709

Renewal Effective Date: September 01, 2021

RENEWAL PLAN SELECTION FOR EACH EMPLOYEE					
	Employee Name	Age	Tier	Renewal Plan	New Plan Selection
14.	Bernal, Roberto	33	Employee + Spouse	Platinum 90 HMO 0/20 + Child Dental	
15.	Caballero- Sanchez, Makayla	24	Employee	Silver 70 HMO 2250/55 + Child Dental	
16.	Camacho, Karen	27	Employee	Silver 70 HMO 2250/55 + Child Dental	
17.	Carrera-villarreal, Brincy	27	Employee + Spouse	Platinum 90 HMO 0/20 + Child Dental	
18.	Carroll, Adrienne	30	Employee	Gold 80 HMO 250/35 + Child Dental	
19.	Cervantes, Nina	24	Employee	Platinum 90 HMO 0/20 + Child Dental	
20.	Chavez Gama, Miriam	26	Employee + Child(ren)	Platinum 90 HMO 0/20 + Child Dental	
21.	Corona, Jenifer	25	Employee	Platinum 90 HMO 0/20 + Child Dental	
22.	Coughlin, Haley	25	Employee	Platinum 90 HMO 0/20 + Child Dental	
23.	Daily, Matthew	35	Employee	Platinum 90 HMO 0/20 + Child Dental	
24.	Deberry, Christina	35	Employee	Silver 70 HMO 2250/55 + Child Dental	
25.	Dension, Sommer	25	Employee	Platinum 90 HMO 0/20 + Child Dental	
26.	Do, Que	26	Employee	Silver 70 HMO 2250/55 + Child Dental	
27.	Douglas, Emilee	22	Employee	Gold 80 HMO 250/35 + Child Dental	
28.	Erway, Brittany	30	Employee	Platinum 90 HMO 0/20 + Child Dental	
29.	Fernandez, Bianca	24	Employee	Gold 80 HMO 250/35 + Child Dental	
30.	Flores, Deanna	58	Employee	Silver 70 HMO 2250/55 + Child Dental	
31.	Gabriel, Brigida	27	Employee	Platinum 90 HMO 0/20 + Child Dental	

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X_____

Signature

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Renewal Effective Date: September 01, 2021

RENEWAL PLAN SELECTION FOR EACH EMPLOYEE					
	Employee Name	Age	Tier	Renewal Plan	New Plan Selection
32.	Gamboa, Cesar	29	Employee	Gold 80 HMO 250/35 + Child Dental	
33.	Garcia, Elizabeth	52	Employee	Platinum 90 HMO 0/20 + Child Dental	
34.	Garibay, Jose	26	Employee	Gold 80 HMO 250/35 + Child Dental	
35.	Gomez, Daniela	29	Employee	Platinum 90 HMO 0/20 + Child Dental	
36.	Gomez, Jorge	31	Employee	Platinum 90 HMO 0/20 + Child Dental	
37.	Gonzales Camacho, Yeraldin	33	Employee	Platinum 90 HMO 0/20 + Child Dental	
38.	Gonzalez, Danielle	24	Employee	Gold 80 HMO 250/35 + Child Dental	
39.	Gonzalez, Gabriela	28	Employee	Silver 70 HMO 2250/55 + Child Dental	
40.	Gonzalez Gutierrez, Karen	26	Employee	Platinum 90 HMO 0/20 + Child Dental	
41.	Gonzalez Moctezuma, Jesus	22	Employee + Spouse	Platinum 90 HMO 0/20 + Child Dental	
42.	Gonzalez Rodas, Hector	28	Employee	Silver 70 HMO 2250/55 + Child Dental	
43.	Grim, Ellen	33	Employee + Family	Silver 70 HMO 2250/55 + Child Dental	
44.	Gutierrez, Luz	43	Employee	Gold 80 HMO 250/35 + Child Dental	
45.	Hernandez, Javier	36	Employee	Platinum 90 HMO 0/20 + Child Dental	
46.	Herrera, Juanita	24	Employee	Gold 80 HMO 250/35 + Child Dental	
47.	Holland, Miriam	37	Employee	Gold 80 HMO 250/35 + Child Dental	
48.	Hunt, Zoe	25	Employee	Platinum 90 HMO 0/20 + Child Dental	
49.	Ibanez, Genesis	28	Employee	Platinum 90 HMO 0/20 + Child Dental	

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Authorized Company Signer

Company Title (please print)

X

Signature

Date

LRAMIREZ@VOICESCHARTERSCHOOL.COM

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VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

Group ID: 659709

Renewal Effective Date: September 01, 2021

RENEWAL PLAN SELECTION FOR EACH EMPLOYEE					
	Employee Name	Age	Tier	Renewal Plan	New Plan Selection
50.	Jacinto, Olivia	57	Employee	Silver 70 HMO 2250/55 + Child Dental	
51.	Jeronimo, Areny	28	Employee	Gold 80 HMO 250/35 + Child Dental	
52.	Jimenez, Stephanie	27	Employee	Platinum 90 HMO 0/20 + Child Dental	
53.	Juarez, Lizette	22	Employee	Gold 80 HMO 250/35 + Child Dental	
54.	Kessel, Jaqueline	24	Employee	Silver 70 HMO 2250/55 + Child Dental	
55.	Lemus, Maria	25	Employee	Platinum 90 HMO 0/20 + Child Dental	
56.	Leon Hernandez, America	25	Employee	Platinum 90 HMO 0/20 + Child Dental	
57.	Lopez, Edgar	28	Employee	Platinum 90 HMO 0/20 + Child Dental	
58.	Lopez Serrano, Luisa	24	Employee	Platinum 90 HMO 0/20 + Child Dental	
59.	Lorenzo, Adilene	23	Employee	Gold 80 HMO 250/35 + Child Dental	
60.	Loya, Patricia	52	Employee	Silver 70 HMO 2250/55 + Child Dental	
61.	Luquin, Ivan	29	Employee	Platinum 90 HMO 0/20 + Child Dental	
62.	Mallamace, Megan	41	Employee + Child(ren)	Gold 80 HMO 250/35 + Child Dental	
63.	Martin, Ricardo	31	Employee	Gold 80 HMO 250/35 + Child Dental	
64.	Martinez, Alma	25	Employee	Gold 80 HMO 250/35 + Child Dental	
65.	Martinez Almanza, Alma	26	Employee	Gold 80 HMO 250/35 + Child Dental	
66.	Mason, Jonathan	23	Employee	Platinum 90 HMO 0/20 + Child Dental	
67.	Mcguigan, Madelyn	26	Employee + Spouse	Platinum 90 HMO 0/20 + Child Dental	

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Renewal Effective Date: September 01, 2021

RENEWAL PLAN SELECTION FOR EACH EMPLOYEE					
	Employee Name	Age	Tier	Renewal Plan	New Plan Selection
68.	Mendoza, Carmina	52	Employee	Gold 80 HMO 250/35 + Child Dental	
69.	Mijangos, Ariana	23	Employee + Child(ren)	Silver 70 HMO 2250/55 + Child Dental	
70.	Monterrosa, Vanessa	26	Employee	Platinum 90 HMO 0/20 + Child Dental	
71.	Moore, Marie	43	Employee	Silver 70 HMO 2250/55 + Child Dental	
72.	Morales, Biridiana	24	Employee	Platinum 90 HMO 0/20 + Child Dental	
73.	Moreno, Anthony	30	Employee	Gold 80 HMO 250/35 + Child Dental	
74.	Morones, Rosaura	25	Employee	Platinum 90 HMO 0/20 + Child Dental	
75.	Munoz, Alejandra	22	Employee	Gold 80 HMO 250/35 + Child Dental	
76.	Natarajan, Priyasundari	25	Employee	Gold 80 HMO 250/35 + Child Dental	
77.	Nunez, Romelia	43	Employee	Platinum 90 HMO 0/20 + Child Dental	
78.	Ojeda, Maria	26	Employee	Platinum 90 HMO 0/20 + Child Dental	
79.	Olivares Ruiz, Rafael	24	Employee	Platinum 90 HMO 0/20 + Child Dental	
80.	Ortiz, Joselyn	28	Employee	Gold 80 HMO 250/35 + Child Dental	
81.	Osuna, Alejandra	26	Employee + Spouse	Gold 80 HMO 250/35 + Child Dental	
82.	Pacheco, Yvette	24	Employee	Platinum 90 HMO 0/20 + Child Dental	
83.	Pearson, Elena	41	Employee	Platinum 90 HMO 0/20 + Child Dental	
84.	Perales, Abbygael	25	Employee	Gold 80 HMO 250/35 + Child Dental	
85.	Perez-garcia, Karla	28	Employee	Platinum 90 HMO 0/20 + Child Dental	

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Renewal Effective Date: September 01, 2021

RENEWAL PLAN SELECTION FOR EACH EMPLOYEE					
	Employee Name	Age	Tier	Renewal Plan	New Plan Selection
86.	Quintanilla, Gabriela	28	Employee	Gold 80 HMO 250/35 + Child Dental	
87.	Ramirez, Ana	41	Employee	Platinum 90 HMO 0/20 + Child Dental	
88.	Ramirez Soto, Lizbeth	24	Employee	Platinum 90 HMO 0/20 + Child Dental	
89.	Reyes, Nataly	27	Employee	Platinum 90 HMO 0/20 + Child Dental	
90.	Reyes Ruiz, Jessica	37	Employee	Platinum 90 HMO 0/20 + Child Dental	
91.	Riahi, Elaheh	38	Employee + Child(ren)	Platinum 90 HMO 0/20 + Child Dental	
92.	Rios, Santiago	37	Employee	Gold 80 HMO 250/35 + Child Dental	
93.	Rivas, Alyce	29	Employee	Platinum 90 HMO 0/20 + Child Dental	
94.	Rocha-ortiz, Bertha	27	Employee	Platinum 90 HMO 0/20 + Child Dental	
95.	Rodriguez, Julissa	23	Employee	Platinum 90 HMO 0/20 + Child Dental	
96.	Rosas, Michelle	27	Employee	Gold 80 HMO 250/35 + Child Dental	
97.	Rosas, Sandra	27	Employee	Gold 80 HMO 250/35 + Child Dental	
98.	Rubio, Yesenia	25	Employee	Gold 80 HMO 250/35 + Child Dental	
99.	Ruiz, Roberto	27	Employee	Gold 80 HMO 250/35 + Child Dental	
100.	Samano Ruiz, Mayra	38	Employee	Gold 80 HMO 250/35 + Child Dental	
101.	Sanchez, Elizabeth	37	Employee + Spouse	Platinum 90 HMO 0/20 + Child Dental	
102.	Sanchez, Jasmine	26	Employee	Gold 80 HMO 250/35 + Child Dental	
103.	Sanchez, Rogelio	61	Employee	Platinum 90 HMO 0/20 + Child Dental	

CONFIRM CHANGES BY SIGNING HERE

Sign each page and return. Please correct or supply signer, phone, and email as appropriate.

I affirm that I have authority to contract with KFHP and KPIC on behalf of the group.

LIZZETTE RAMIREZ

Authorized Company Signer

Company Title (please print)

X

Signature

Date

LRAMIREZ@VOICESCHARTERSCHOOL.COM

Phone number

Email address

Please sign and email all renewal change pages to amt@kp.org, or fax them to 800-369-8010. 83

KAISER PERMANENTE®

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

Group ID: 659709

Renewal Effective Date: September 01, 2021

RENEWAL PLAN SELECTION FOR EACH EMPLOYEE					
	Employee Name	Age	Tier	Renewal Plan	New Plan Selection
104.	Santiago, Eduardo	27	Employee	Platinum 90 HMO 0/20 + Child Dental	
105.	Silva, Serafin	25	Employee	Platinum 90 HMO 0/20 + Child Dental	
106.	Solorzano, Maria	39	Employee	Gold 80 HMO 250/35 + Child Dental	
107.	Soto, Cynthia	25	Employee	Platinum 90 HMO 0/20 + Child Dental	
108.	Soto-morales, Rodrigo	35	Employee	Gold 80 HMO 250/35 + Child Dental	
109.	Tejada, Ana	32	Employee	Gold 80 HMO 250/35 + Child Dental	
110.	Tejada, Maria	23	Employee	Platinum 90 HMO 0/20 + Child Dental	
111.	Teran, Nubia	27	Employee	Platinum 90 HMO 0/20 + Child Dental	
112.	Teso, Frances	52	Employee + Family	Platinum 90 HMO 0/20 + Child Dental	
113.	Torres, Catherine	26	Employee	Gold 80 HMO 250/35 + Child Dental	
114.	Valencia Ruiz, Ashley	25	Employee	Platinum 90 HMO 0/20 + Child Dental	
115.	Villalobos, Llesenia	27	Employee	Gold 80 HMO 250/35 + Child Dental	
116.	Villanueva, Jose	35	Employee	Gold 80 HMO 250/35 + Child Dental	
117.	Villasenor, Juan	34	Employee + Child(ren)	Platinum 90 HMO 0/20 + Child Dental	
118.	Zhu, Silvia	29	Employee	Gold 80 HMO 250/35 + Child Dental	

CONFIRM CHANGES BY SIGNING HERE

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LIZZETTE RAMIREZ

Authorized Company Signer

Company Title (please print)

X

Signature

Date

LRAMIREZ@VOICESCHARTERSCHOOL.COM

Phone number

Email address

Please sign and email all renewal change pages to amt@kp.org, or fax them to 800-369-8010. **84**

KAISER PERMANENTE®

Rate Areas 7, 9

For effective dates July 1–December 1, 2021
*Also available in Covered California and CaliforniaChoice®
Covered California doesn't include child dental coverage.

Small Business medical plan rates

Age on 2021 effective date	Platinum 90 HMO 0/10* + Child Dental Alt	Platinum 90 HMO 0/20* + Child Dental
0-14†	$363.85	$357.49
15†	$394.95	$388.03
16†	$406.84	$399.70
17†	$418.73	$411.38
18†	$431.53	$423.95
19	$430.35	$422.53
20	$443.61	$435.55
21	$457.33	$449.02
22	$457.33	$449.02
23	$457.33	$449.02
24	$457.33	$449.02
25	$459.16	$450.82
26	$468.31	$459.80
27	$479.28	$470.58
28	$497.12	$488.09
29	$511.75	$502.46
30	$519.07	$509.64
31	$530.05	$520.42
32	$541.02	$531.20
33	$547.88	$537.93
34	$555.20	$545.12
35	$558.86	$548.71
36	$562.52	$552.30
37	$566.17	$555.89
38	$569.83	$559.48
39	$577.15	$566.67
40	$584.47	$573.85
41	$595.44	$584.63
42	$605.96	$594.96
43	$620.60	$609.33
44	$638.89	$627.29
45	$660.39	$648.39
46	$686.00	$673.54
47	$714.81	$701.83
48	$747.74	$734.16
49	$780.21	$766.04
50	$816.79	$801.96
51	$852.92	$837.43
52	$892.71	$876.50
53	$932.95	$916.01
54	$976.40	$958.67
55	$1,019.85	$1,001.33
56	$1,066.95	$1,047.57
57	$1,114.51	$1,094.27
58	$1,165.28	$1,144.11
59	$1,190.43	$1,168.81
60	$1,241.19	$1,218.65
61	$1,285.10	$1,261.76
62	$1,313.91	$1,290.05
63	$1,350.04	$1,325.52
64+	$1,371.99	$1,347.06

†HMO 0–14, 15, 16, 17, 18 age rates include the cost of $13.99 for child dental coverage.

KAISER PERMANENTE®

Rate Areas 7, 9

For effective dates July 1–December 1, 2021
*Also available in Covered California and CaliforniaChoice®
Covered California doesn't include child dental coverage.

Small Business medical plan rates

Age on 2021 effective date	Gold 80 HMO 0/30* + Child Dental Alt	Gold 80 HMO 250/35* + Child Dental	Gold 80 HMO 1000/40* + Child Dental Alt	Gold 80 HRA HMO 2250/35 + Child Dental
0-14†	$341.03	$322.71	$305.56	$288.52
15†	$370.10	$350.15	$331.48	$312.92
16†	$381.21	$360.64	$341.39	$322.25
17†	$392.33	$371.14	$351.30	$331.58
18†	$404.30	$382.44	$361.97	$341.63
19	$402.28	$379.75	$358.65	$337.69
20	$414.67	$391.45	$369.70	$348.10
21	$427.50	$403.56	$381.14	$358.86
22	$427.50	$403.56	$381.14	$358.86
23	$427.50	$403.56	$381.14	$358.86
24	$427.50	$403.56	$381.14	$358.86
25	$429.21	$405.17	$382.66	$360.30
26	$437.76	$413.24	$390.28	$367.47
27	$448.02	$422.93	$399.43	$376.09
28	$464.69	$438.67	$414.30	$390.08
29	$478.37	$451.58	$426.49	$401.57
30	$485.21	$458.04	$432.59	$407.31
31	$495.47	$467.72	$441.74	$415.92
32	$505.73	$477.41	$450.89	$424.53
33	$512.14	$483.46	$456.60	$429.92
34	$518.98	$489.92	$462.70	$435.66
35	$522.40	$493.15	$465.75	$438.53
36	$525.82	$496.37	$468.80	$441.40
37	$529.24	$499.60	$471.85	$444.27
38	$532.66	$502.83	$474.90	$447.14
39	$539.50	$509.29	$481.00	$452.88
40	$546.34	$515.75	$487.09	$458.63
41	$556.60	$525.43	$496.24	$467.24
42	$566.43	$534.71	$505.01	$475.49
43	$580.11	$547.63	$517.20	$486.98
44	$597.21	$563.77	$532.45	$501.33
45	$617.31	$582.74	$550.36	$518.20
46	$641.25	$605.33	$571.71	$538.29
47	$668.18	$630.76	$595.72	$560.90
48	$698.96	$659.81	$623.16	$586.74
49	$729.31	$688.47	$650.22	$612.22
50	$763.51	$720.75	$680.71	$640.93
51	$797.28	$752.63	$710.82	$669.28
52	$834.47	$787.74	$743.98	$700.50
53	$872.09	$823.26	$777.52	$732.08
54	$912.71	$861.59	$813.73	$766.17
55	$953.32	$899.93	$849.94	$800.26
56	$997.35	$941.50	$889.19	$837.22
57	$1,041.81	$983.47	$928.83	$874.55
58	$1,089.26	$1,028.26	$971.14	$914.38
59	$1,112.78	$1,050.46	$992.10	$934.12
60	$1,160.23	$1,095.25	$1,034.41	$973.95
61	$1,201.27	$1,133.99	$1,071.00	$1,008.40
62	$1,228.20	$1,159.42	$1,095.01	$1,031.01
63	$1,261.97	$1,191.30	$1,125.12	$1,059.36
64+	$1,282.50	$1,210.68	$1,143.42	$1,076.58

†HMO 0–14, 15, 16, 17, 18 age rates include the cost of $13.99 for child dental coverage.

KAISER PERMANENTE®

Rate Areas 7, 9

For effective dates July 1–December 1, 2021
*Also available in Covered California and CaliforniaChoice®
Covered California doesn't include child dental coverage.

Small Business medical plan rates

Age on 2021 effective date	Silver 70 HMO 1650/55* + Child Dental Alt	Silver 70 HMO 2100/55* + Child Dental Alt	Silver 70 HMO 2250/55* + Child Dental	Silver 70 HMO 2600/55* + Child Dental Alt	Silver 70 HDHP HMO 2500/20%* + Child Dental
0-14†	$277.99	$273.19	$276.11	$268.85	$256.41
15†	$301.45	$296.23	$299.41	$291.50	$277.95
16†	$310.43	$305.04	$308.32	$300.17	$286.19
17†	$319.40	$313.85	$317.23	$308.83	$294.43
18†	$329.06	$323.34	$326.82	$318.16	$303.31
19	$324.73	$318.84	$322.43	$313.49	$298.19
20	$334.74	$328.66	$332.36	$323.16	$307.38
21	$345.10	$338.83	$342.64	$333.15	$316.88
22	$345.10	$338.83	$342.64	$333.15	$316.88
23	$345.10	$338.83	$342.64	$333.15	$316.88
24	$345.10	$338.83	$342.64	$333.15	$316.88
25	$346.48	$340.18	$344.01	$334.48	$318.15
26	$353.38	$346.96	$350.87	$341.15	$324.49
27	$361.66	$355.09	$359.09	$349.14	$332.09
28	$375.12	$368.31	$372.45	$362.13	$344.45
29	$386.16	$379.15	$383.42	$372.79	$354.59
30	$391.68	$384.57	$388.90	$378.12	$359.66
31	$399.97	$392.70	$397.12	$386.12	$367.27
32	$408.25	$400.83	$405.35	$394.12	$374.87
33	$413.42	$405.92	$410.49	$399.11	$379.63
34	$418.95	$411.34	$415.97	$404.44	$384.70
35	$421.71	$414.05	$418.71	$407.11	$387.23
36	$424.47	$416.76	$421.45	$409.77	$389.77
37	$427.23	$419.47	$424.19	$412.44	$392.30
38	$429.99	$422.18	$426.93	$415.10	$394.84
39	$435.51	$427.60	$432.42	$420.43	$399.91
40	$441.03	$433.02	$437.90	$425.77	$404.98
41	$449.31	$441.16	$446.12	$433.76	$412.58
42	$457.25	$448.95	$454.00	$441.42	$419.87
43	$468.29	$459.79	$464.97	$452.08	$430.01
44	$482.10	$473.34	$478.67	$465.41	$442.69
45	$498.32	$489.27	$494.78	$481.07	$457.58
46	$517.64	$508.24	$513.97	$499.72	$475.33
47	$539.38	$529.59	$535.55	$520.71	$495.29
48	$564.23	$553.99	$560.22	$544.70	$518.11
49	$588.73	$578.04	$584.55	$568.35	$540.60
50	$616.34	$605.15	$611.96	$595.01	$565.96
51	$643.60	$631.92	$639.03	$621.32	$590.99
52	$673.63	$661.39	$668.84	$650.31	$618.56
53	$703.99	$691.21	$698.99	$679.63	$646.44
54	$736.78	$723.40	$731.55	$711.27	$676.55
55	$769.56	$755.59	$764.10	$742.92	$706.65
56	$805.11	$790.49	$799.39	$777.24	$739.29
57	$841.00	$825.73	$835.02	$811.89	$772.25
58	$879.30	$863.34	$873.06	$848.87	$807.42
59	$898.28	$881.97	$891.90	$867.19	$824.85
60	$936.59	$919.58	$929.94	$904.17	$860.02
61	$969.72	$952.11	$962.83	$936.15	$890.45
62	$991.46	$973.46	$984.42	$957.14	$910.41
63	$1,018.72	$1,000.22	$1,011.49	$983.46	$935.44
64+	$1,035.30	$1,016.49	$1,027.92	$999.45	$950.64

†HMO 0–14, 15, 16, 17, 18 age rates include the cost of $13.99 for child dental coverage.

KAISER PERMANENTE®

Rate Areas 7, 9

For effective dates July 1–December 1, 2021
*Also available in Covered California and CaliforniaChoice®
Covered California doesn't include child dental coverage.

Small Business medical plan rates

Age on 2021 effective date	Bronze 60 HMO 5400/60* + Child Dental Alt	Bronze 60 HMO 6300/65* + Child Dental	Bronze 60 HDHP HMO 7000/0* + Child Dental
0-14†	$233.22	$237.61	$223.32
15†	$252.71	$257.48	$241.93
16†	$260.16	$265.08	$249.05
17†	$267.61	$272.68	$256.16
18†	$275.63	$280.87	$263.82
19	$269.67	$275.06	$257.49
20	$277.98	$283.54	$265.43
21	$286.58	$292.31	$273.64
22	$286.58	$292.31	$273.64
23	$286.58	$292.31	$273.64
24	$286.58	$292.31	$273.64
25	$287.72	$293.48	$274.73
26	$293.45	$299.32	$280.21
27	$300.33	$306.34	$286.77
28	$311.51	$317.74	$297.44
29	$320.68	$327.09	$306.20
30	$325.26	$331.77	$310.58
31	$332.14	$338.78	$317.15
32	$339.02	$345.80	$323.71
33	$343.32	$350.18	$327.82
34	$347.90	$354.86	$332.20
35	$350.20	$357.20	$334.39
36	$352.49	$359.54	$336.57
37	$354.78	$361.88	$338.76
38	$357.07	$364.22	$340.95
39	$361.66	$368.89	$345.33
40	$366.24	$373.57	$349.71
41	$373.12	$380.58	$356.28
42	$379.71	$387.31	$362.57
43	$388.88	$396.66	$371.33
44	$400.35	$408.35	$382.27
45	$413.82	$422.09	$395.13
46	$429.86	$438.46	$410.46
47	$447.92	$456.88	$427.70
48	$468.55	$477.92	$447.40
49	$488.90	$498.68	$466.83
50	$511.82	$522.06	$488.72
51	$534.46	$545.15	$510.34
52	$559.40	$570.58	$534.14
53	$584.61	$596.31	$558.22
54	$611.84	$624.08	$584.22
55	$639.06	$651.85	$610.21
56	$668.58	$681.95	$638.40
57	$698.39	$712.35	$666.86
58	$730.20	$744.80	$697.23
59	$745.96	$760.88	$712.28
60	$777.77	$793.32	$742.65
61	$805.28	$821.38	$768.92
62	$823.33	$839.80	$786.16
63	$845.97	$862.89	$807.78
64+	$859.74	$876.93	$820.92

†HMO 0–14, 15, 16, 17, 18 age rates include the cost of $13.99 for child dental coverage.

KAISER PERMANENTE®

Rate Areas 7, 9

For effective dates July 1–December 1, 2021

Small Business medical plan rates

Age on 2021 effective date	Platinum 90 PPO 0/15 + Child Dental	Gold 80 PPO 350/25 + Child Dental	Silver 70 PPO 2250/55 + Child Dental	Bronze 60 PPO 6300/65 + Child Dental
0-14†	$654.77	$582.33	$485.85	$398.29
15†	$712.97	$634.09	$529.03	$433.69
16†	$735.22	$653.88	$545.55	$447.23
17†	$757.47	$673.67	$562.06	$460.77
18†	$781.44	$694.99	$579.84	$475.35
19	$805.41	$716.30	$597.62	$489.92
20	$830.23	$738.38	$616.04	$505.02
21	$855.90	$761.21	$635.09	$520.64
22	$855.90	$761.21	$635.09	$520.64
23	$855.90	$761.21	$635.09	$520.64
24	$855.90	$761.21	$635.09	$520.64
25	$859.33	$764.26	$637.63	$522.72
26	$876.45	$779.48	$650.34	$533.14
27	$896.99	$797.75	$665.58	$545.63
28	$930.37	$827.44	$690.35	$565.94
29	$957.76	$851.80	$710.67	$582.60
30	$971.45	$863.98	$720.83	$590.93
31	$991.99	$882.25	$736.07	$603.42
32	$1,012.53	$900.51	$751.32	$615.92
33	$1,025.37	$911.93	$760.84	$623.73
34	$1,039.07	$924.11	$771.00	$632.06
35	$1,045.91	$930.20	$776.08	$636.22
36	$1,052.76	$936.29	$781.16	$640.39
37	$1,059.61	$942.38	$786.25	$644.55
38	$1,066.46	$948.47	$791.33	$648.72
39	$1,080.15	$960.65	$801.49	$657.05
40	$1,093.84	$972.83	$811.65	$665.38
41	$1,114.39	$991.10	$826.89	$677.87
42	$1,134.07	$1,008.61	$841.50	$689.85
43	$1,161.46	$1,032.97	$861.82	$706.51
44	$1,195.70	$1,063.41	$887.23	$727.34
45	$1,235.92	$1,099.19	$917.07	$751.81
46	$1,283.86	$1,141.82	$952.64	$780.96
47	$1,337.78	$1,189.78	$992.65	$813.76
48	$1,399.40	$1,244.58	$1,038.38	$851.25
49	$1,460.17	$1,298.63	$1,083.47	$888.21
50	$1,528.64	$1,359.53	$1,134.28	$929.87
51	$1,596.26	$1,419.66	$1,184.45	$971.00
52	$1,670.72	$1,485.89	$1,239.70	$1,016.29
53	$1,746.04	$1,552.87	$1,295.59	$1,062.11
54	$1,827.35	$1,625.19	$1,355.92	$1,111.57
55	$1,908.66	$1,697.50	$1,416.26	$1,161.03
56	$1,996.82	$1,775.91	$1,481.67	$1,214.66
57	$2,085.84	$1,855.08	$1,547.72	$1,268.80
58	$2,180.84	$1,939.57	$1,618.22	$1,326.59
59	$2,227.92	$1,981.44	$1,653.15	$1,355.23
60	$2,322.92	$2,065.93	$1,723.64	$1,413.02
61	$2,405.09	$2,139.01	$1,784.61	$1,463.00
62	$2,459.01	$2,186.96	$1,824.62	$1,495.80
63	$2,526.63	$2,247.10	$1,874.80	$1,536.93
64+	$2,567.70	$2,283.63	$1,905.27	$1,561.92

†PPO plans include the cost of child dental coverage in the overall rate.

KAISER PERMANENTE®

Small Business
Supplemental Family Dental Plans and Chiropractic/Acupuncture Coverage Rates
BAY AREA

KPIC Fee-for-Service (Premier)

Dental Plan C			
EE only	EE+S	EE+C	EE+S+C
$38.26	$78.43	$80.35	$127.02

Dental Plan D			
EE only	EE+S	EE+C	EE+S+C
$59.49	$121.95	$124.92	$197.50

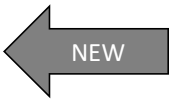
Dental Plan E			
EE only	EE+S	EE+C	EE+S+C
$77.25	$158.36	$162.22	$256.47

Dental Plan E w/Ortho			
EE only	EE+S	EE+C	EE+S+C
$78.87	$161.68	$165.63	$261.85

KPIC PPO

PPO Dental Plan AG 1500			
EE only	EE+S	EE+C	EE+S+C
$63.56	$130.30	$133.48	$211.02

PPO Dental Plan AH 2000			
EE only	EE+S	EE+C	EE+S+C
$69.24	$141.94	$145.40	$229.87



PPO Dental Plan D 1500			
EE only	EE+S	EE+C	EE+S+C
$43.44	$89.05	$91.22	$144.21

PPO Dental Plan E 1000			
EE only	EE+S	EE+C	EE+S+C
$52.98	$108.61	$111.26	$175.90

PPO Dental Plan E 1500			
EE only	EE+S	EE+C	EE+S+C
$58.41	$119.74	$122.66	$193.92

DeltaCare HMO

DeltaCare 10A Dental Plan			
EE only	EE+S	EE+C	EE+S+C
$23.25	$44.41	$61.85	$85.33

DeltaCare 13B Dental Plan			
EE only	EE+S	EE+C	EE+S+C
$17.01	$32.49	$45.25	$62.43

Chiropractic/Acupuncture Coverage (grandfathered (nonmetal) plans only)

For Grandfathered copayment, deductible HMO, and deductible HMO with HRA plan			
EE only	EE+S	EE+C	EE+S+C
$2.99	$5.98	$4.49	$8.97

Employee/Dependent Codes	EE only = eligible employee only (subscriber) EE+S = eligible employee plus spouse (subscriber and spouse) EE+C = eligible employee plus child(ren) (subscriber and child[ren] without spouse) EE+S+C = eligible employee plus spouse and child(ren) (subscriber and spouse and child[ren])

For effective dates January 1–December 1, 2021 Small Business v1_A

2021 *Group Agreement* Summary of Changes and Clarifications Notice For Effective Dates from January 1, 2021, through December 1, 2021

This *Group Agreement Summary of Changes and Clarifications Notice ("Notice")* includes a summary of the changes and clarifications that will be effective when your *Group Agreement* ("*Agreement*") is renewed in 2021, unless a different effective date is stated. Unless otherwise indicated, the changes and clarifications described here apply to each type of coverage that will be effective upon renewal of your *Agreement*. If you have not already received a *2021 Agreement*, please contact your broker or Kaiser Foundation Health Plan, Inc. ("Health Plan") account manager to obtain a copy. If your Group does not wish to renew your *Agreement*, your Group must give us advance written notice in accord with "Termination on Notice" in the "Termination of *Agreement*" section of your *Agreement*.

In certain circumstances, this *Notice* may also include changes that we made to your *Agreement* during the 2020 plan year through an amendment. This *Notice* does not include minor changes and clarifications that Health Plan is making to improve the readability of the *Agreement* or any changes we are making at your Group's request.

The "Calculating Monthly Premiums" section in your *Agreement* includes the Premiums applicable to your *Agreement*.

Note: Some capitalized terms in this *Notice* have special meaning. Please see the "Definitions" section of the applicable *Evidence of Coverage* ("*EOC*") document in your *Agreement* for terms you should know. In this *Notice*, "non-Medicare *EOCs*" means all *EOCs* other than "Kaiser Permanente Senior Advantage (HMO) when Medicare is secondary coverage" *EOCs*.

2021 Agreement

If you have not already received your *2021 Agreement* and your Group wants to make changes, please request them before your Anniversary Date. You will then receive your *2021 Agreement* shortly after you tell your Health Plan account manager about changes your Group wants to make. If you don't wish to make changes, you don't need to do anything to renew your *Agreement*. We will provide your Group with its *2021 Agreement* within 60 days after your Anniversary Date. If you would like to receive it sooner, please contact your Health Plan account manager.

We will provide the *2021 Agreement* to your Group online unless you have asked us to mail your Group a printed *2021 Agreement*. When we provide the *2021 Agreement* online, we will mail your Group a notice to let you know when the *2021 Agreement* is available to view and download.

Please keep in mind that unless your Group notifies us to make changes, your *2021 Agreement*, including the *EOC* documents, will reflect the same benefits and Cost Share information as your current *Agreement,* subject to the changes described in this *Notice*.

Plan-Specific Changes to Cost Share, Deductible, and Out-of-Pocket Maximum

These benefit changes were made to ensure that the plan complies with metal level (i.e. platinum, gold, silver, bronze) requirements. Unless otherwise specified, the Services listed are not subject to any deductible. This summary does not include all the benefit changes to your plan for next year. To see specific information on the benefits for your plan, please visit **kp.org/plandocuments**.

Platinum 90 HMO 0/20 + Child Dental Plan – previously called the Platinum 90 HMO 0/15 + Child Dental Plan

Benefits	2020 Cost Share	2021 Cost Share
Primary care office visit	$15	*$20*
Other Practitioner office visit	$15	*$20*
Urgent care visit	$15	*$20*
Physical, occupational, and speech therapy	$15	*$20*
Most lab tests	$15	*$20*

MRI, CT, PET imaging	$75	*$100*
Preferred brand drugs	$15	*$20*
Mental health services, outpatient, per visit	$15	*$20*
Mental health services, other outpatient items/services	$15	*$20*
Chemical dependency services, outpatient, per visit	$15	*$20*
Chemical dependency services, other outpatient items/services	$15	*$20*
Chiropractic and acupuncture	$15 per visit for physician-referred acupuncture; chiropractic not covered	*$20 per visit for physician-referred acupuncture; chiropractic not covered*

Gold 80 HMO 250/35 + Child Dental Plan – previously called the Gold 80 HMO 250/25 + Child Dental Plan or the Gold 80 HMO 500/30 + Child Alt Dental Plan

Benefits	2020 Cost Share	2021 Cost Share
Primary care office visit	$25	*$35*
Other Practitioner office visit	$25	*$35*
Specialist care office visit	$50	*$55*
Urgent care visit	$25	*$35*
Physical, occupational, and speech therapy	$25	*$35*
Most lab tests	$25	*$35*
Most X-rays	$65	*$55*
MRI, CT, PET imaging	$275	*$250 (after deductible)*
Outpatient surgery facility fee	$340	*$335 (after deductible)*
Preferred brand drugs	$50	*$40*
Mental health services, outpatient, per visit	$25	*$35*
Mental health services, other outpatient items/services	$25	*$35*
Chemical dependency services, outpatient, per visit	$25	*$35*
Chemical dependency services, other outpatient items/services	$25	*$35*
Chiropractic and acupuncture	$25 per visit for physician-referred acupuncture; chiropractic not covered	*$35 per visit for physician-referred acupuncture; chiropractic not covered*

Silver 70 HMO 1650/55 + Child Dental Alt Plan

Benefits	2020 Cost Share	2021 Cost Share
Annual out-of-pocket maximum (individual/family)	$7,800/$15,600	*$8,200/$16,400*
Most lab tests	$25	*$30*
Most X-rays	$75 (after deductible)	*$75*

Silver 70 HMO 2100/55 + Child Dental Alt Plan - previously called the Silver 70 HMO 1800/55 + Child Dental Alt Plan

Benefits	2020 Cost Share	2021 Cost Share

Annual medical deductible (individual/family)	$1,800/3,600	*$2,100/$4,200*
Annual drug deductible (individual/family)	$350/$700	*$500/$1000*
Annual out-of-pocket maximum (individual/family)	$7,800/$15,600	*$8,200/$16,400*
Specialist care office visit	$75	*$80*
Most lab tests	$25 (after deductible)	*$30*
Most X-rays	$55 (after deductible)	*$75*

Silver 70 HMO 2250/55 + Child Dental Plan - previously called the Silver 70 HMO 2250/50 + Child Dental Plan

Benefits	2020 Cost Share	2021 Cost Share
Annual out-of-pocket maximum (individual/family)	$7,800/$15,600	*$8,200/$16,400*
Primary care office visit	$50	*$55*
Other Practitioner office visit	$50	*$55*
Specialist care office visit	$85	*$90*
Urgent care visit	$50	*$55*
Physical, occupational, and speech therapy	$50	*$55*
Most lab tests	$40	*$55*
Most X-rays	$85	*$90*
MRI, CT, PET imaging	$300	*$300 (after deductible)*
Outpatient surgery facility fee	20%	*30% (after deductible)*
Outpatient service visit	20%	*30%*
Emergency Department visit	$400 (after deductible)	*30% (after deductible)*
Ambulance services	$250 (after deductible)	*30% (after deductible)*
Generic drugs	$17 (after drug deductible)	*$17*
Preferred brand drugs	$65 (after drug deductible)	*$80 (after drug deductible)*
Specialty drugs	20% per prescription up to $250 maximum (after drug deductible)	*30% per prescription up to $250 maximum (after drug deductible)*
Inpatient hospital care facility fee, per day	20% (after deductible)	*30% (after deductible)*
Skilled Nursing Facility	20% (after deductible)	*30% (after deductible)*
Mental health services, outpatient, per visit	$50	*$55*
Mental health services, inpatient, per admission	20% (after deductible)	*30% (after deductible)*
Chemical dependency services, outpatient, per visit	$50	*$55*

Chemical dependency services, inpatient, per admission (detoxification only)	20% (after deductible)	*30% (after deductible)*
Pregnancy delivery	20% (after deductible)	*30% (after deductible)*
Durable medical equipment (Base)	20%	*30%*
Durable medical equipment (Supplemental)	20% after deductible to $2,000 annual max	*30% after deductible to $2,000 annual max*
Chiropractic and acupuncture	$50 per visit for physician-referred acupuncture; chiropractic not covered	*$55 per visit for physician-referred acupuncture; chiropractic not covered*

Silver 70 HMO 2250/55 + Child Dental w/o Contraceptives Plan - previously called the Silver 70 HMO 2250/50 + Child Dental w/o Contraceptives Plan

Benefits	2020 Cost Share	2021 Cost Share
Annual out-of-pocket maximum (individual/family)	$7,800/$15,600	*$8,200/$16,400*
Primary care office visit	$50	*$55*
Other Practitioner office visit	$50	*$55*
Specialist care office visit	$85	*$90*
Urgent care visit	$50	*$55*
Physical, occupational, and speech therapy	$50	*$55*
Most lab tests	$40	*$55*
Most X-rays	$85	*$90*
MRI, CT, PET imaging	$300	*$300 (after deductible)*
Outpatient surgery facility fee	20%	*30% (after deductible)*
Outpatient service visit	20%	*30%*
Emergency Department visit	$400 (after deductible)	*30% (after deductible)*
Ambulance services	$250 (after deductible)	*30% (after deductible)*
Generic drugs	$17 (after drug deductible)	*$17*
Preferred brand drugs	$65 (after drug deductible)	*$80 (after drug deductible)*
Specialty drugs	20% per prescription up to $250 maximum (after drug deductible)	*30% per prescription up to $250 maximum (after drug deductible)*
Inpatient hospital care facility fee, per day	20% (after deductible)	*30% (after deductible)*
Skilled Nursing Facility	20% (after deductible)	*30% (after deductible)*
Mental health services, outpatient, per visit	$50	*$55*

Mental health services, inpatient, per admission	20% (after deductible)	*30% (after deductible)*
Chemical dependency services, outpatient, per visit	$50	*$55*
Chemical dependency services, inpatient, per admission	20% (after deductible)	*30% (after deductible)*
Pregnancy delivery	20% (after deductible)	*30% (after deductible)*
Durable medical equipment (Base)	20%	*30%*
Durable medical equipment (Supplemental)	20% after deductible to $2,000 annual max	*30% after deductible to $2,000 annual max*
Chiropractic and acupuncture	$50 per visit for physician-referred acupuncture; chiropractic not covered	*$55 per visit for physician-referred acupuncture; chiropractic not covered*

Bronze 60 HMO 6300/65 + Child Dental Plan

Benefits	2020 Cost Share	2021 Cost Share
Annual out-of-pocket maximum (individual/family)	$7,800/$15,600	*$8,200/$16,400*

Bronze 60 HDHP 7000/0% + Child Dental Plan - previously called the Bronze 60 HDHP 6900/0% + Child Dental Plan

Benefits	2020 Cost Share	2021 Cost Share
Annual medical deductible (individual/family)	$6,900/$13,800	*$7,000/$14,000*
Annual out-of-pocket maximum (individual/family)	$6,900/$13,800	*$7,000/$14,000*

Global Changes to the *Agreement*, including *EOC* documents

Acupuncture for Chronic Low Back Pain

In Medicare EOCs, we have added the following acupuncture for chronic low back pain covered by Medicare:

- Acupuncture for chronic low back pain up to 12 visits in 90 days, in accord with Medicare guidelines. Chronic low back pain is defined as follows:
  - lasting 12 weeks or longer
  - non-specific, in that it has no identifiable systemic cause (i.e. not associated with metastatic, inflammatory, infectious, etc. disease)
  - not associated with surgery or pregnancy
- An additional eight sessions are covered for those patients demonstrating an improvement. No more than 20 acupuncture treatments may be administered annually. Treatment must be discontinued if the patient is not improving or is regressing.

Behavioral Health Treatment for Pervasive Developmental Disorder or Autism

We have removed the "Behavioral Health Treatment for Pervasive Developmental Disorder or Autism" section and related language in Medicare EOCs because these Services are now covered under Medicare Part B.

Contribution and Participation Requirements

Under "Contribution and Participation Requirements" in the Agreement, ***Kaiser Permanente has decided to lower the participation percentage from 70 percent to 50 percent****:*

- at least 50 percent of eligible employees are covered by a group health care plan

Durable Medical Equipment

Please note that effective January 1, 2021, the following changes to the "Durable Medical Equipment ("DME") for home use" benefit will apply:

- *In non-Medicare EOCs, peak flow meters, and blood glucose monitors and their associated testing supplies will no longer be subject to any Plan Deductible in nongrandfathered plans.* ***This is pursuant to IRS Notice 19-45, which allows, but does not require, health plans to provide additional items and services outside of a deductible to individuals diagnosed with specified chronic conditions.*** *Peak flow meters are now listed as a separate line item in the "Durable Medical Equipment ("DME") for home use" cost share table in the "Cost Share Summary" section of all EOCs. Previously, peak flow meters were categorized under "Other Base DME."*
- *In Medicare EOCs, peak flow meters will now be listed under "Other covered DME items" at* ***no charge****. Previously, peak flow meters were categorized under "Base DME items" and covered at either no charge or 20% Coinsurance*

High Deductible Health Plan (HDHP) HMO Deductible Amount

For HDHP HMO plans, the Plan Deductible amount is subject to increase ***if the U.S. Department of the Treasury changes the minimum deductible required*** *in HDHP HMO plans.*

Home-delivered Meals

In all Medicare EOCs, we have added coverage for meal delivery service.

House Calls

Effective January 1, 2022, the Cost Share for house calls will be the same as the Cost Share for Primary Care Visits, Non-Physician Specialist Visits, or Physician Specialist Visits, as applicable, ***to align the Cost Share with the visit type****.*

Lab Tests

Effective January 1, 2021, the following lab tests: A1c, LDL, INR for persons with liver disease or certain blood disorders, and glucose quantitative blood tests, will be covered at no charge in all Medicare EOCs.

Maternal Mental Health Conditions (AB 577)

Effective January 1, 2020, the following conditions may make a Member eligible for completion of services from non-Plan providers, ***in accordance with state law****:*

- Mental health conditions in pregnant Members that occur, or can impact the Member, during pregnancy or during the postpartum period including, but not limited to, postpartum depression. We may cover completion of these Services for up to 12 months from the mental health diagnosis or from the end of pregnancy, whichever occurs later

Completion of services is described under "Completion of Services from Non–Plan Providers" in the "Getting a Referral" section of non-Medicare EOCs.

Opioid Treatment Program Services

In Medicare EOCs, Opioid Treatment Program Services will be covered at ***no charge.***

Prescription Drug Exclusion

Effective January 1, 2021, we are excluding prescription drugs with an over-the-counter equivalent, ***to help maintain affordability****. We have added the following language under "Outpatient prescription drugs, supplies, and supplements exclusion(s)" in the "Benefits" section of non-Medicare EOCs:*

- Prescription drugs for which there is an over-the-counter equivalent (the same active ingredient, strength, and dosage form as the prescription drug). This exclusion does not apply to:
  - insulin
  - over-the-counter drugs covered under "Preventive Services" in this "Benefits" section (this includes tobacco cessation drugs and contraceptive drugs)
  - an entire class of prescription drugs when one drug within that class becomes available over-the-counter

Similar language has been added to Medicare *EOC*s for outpatient drugs, supplies, and supplements not covered by Medicare.

Senior Advantage eligibility requirements

In Medicare EOCs, we have removed the following Senior Advantage eligibility requirements:

- The restriction for End-Stage Renal Disease (ESRD). The 21st Century Cures Act (CURES; P.L. 114-255) allows beneficiaries with ESRD the option to start enrolling in Medicare Advantage plans beginning in 2021
- The capacity limit restriction since it does not apply

Senior Advantage Service Area expansion

We have expanded our Southern California Region Senior Advantage Service Area in the following counties and zip codes, effective January 1, 2021:

- San Diego: 92003, 92028, 92059, 92060, 92061, 92086, and 92088
- Kern: 93249

Global Clarifications to the *Agreement*, including *EOC* documents

About the Drug Formulary

In the "Outpatient Prescription Drugs, Supplies, and Supplements" section of *EOCs*, we have revised text under "About the drug formulary" for clarity and to better align with our drug formulary available on kp.org.

Age Limit of Dependent Children

Under "Age limit of Dependent children" in the "Eligibility as a Dependent" section of non-Medicare *EOCs*, we have clarified that a child must be under the age limit for Dependent children as of the effective date in order to enroll as a Dependent.

Calculating Premiums

Under "Calculating Premiums" in the *Agreement*, rate tables for Group coverage will no longer be consolidated when the rates for different categories of Members are the same. This may result in additional rate tables appearing in the *Agreement*.

Continuity drugs

We revised the continuity drug disclosure in all Medicare *EOC*s to remove cost share information, since continuity drugs are subject to the same cost share as would otherwise apply.

Emergency Medical Condition definition

We have updated the definition of Emergency Medical Condition in Medicare *EOC*s to add mental health conditions for clarity:

> A mental health condition is an emergency medical condition when it meets the requirements of the paragraph above, or when the condition manifests itself by acute symptoms of sufficient severity such that either of the following is true:
>
> - The person is an immediate danger to himself or herself or to others
> - The person is immediately unable to provide for, or use, food, shelter, or clothing, due to the mental disorder

Electronic Delivery of Documents

We have added language to the Agreement regarding electronic delivery of written communications, contracts, and other documents. These changes appear in the "Renewal," "Termination of Agreement," "Notice," and "Electronic Delivery of Written Communications, Contracts and Other Documents" sections of the Agreement.

If You Have a Baby

Under "Eligibility as a Dependent" in non-Medicare *EOCs*, we have replaced the section "Newborn Coverage" with a new section titled "If you have a baby," for clarity:

> ***If you have a baby***
> If you have a baby while enrolled under this *EOC*, the baby is not automatically enrolled in this plan. The Subscriber must request enrollment of the baby as described under "Special enrollment" in the "How to Enroll and When Coverage Begins" section below. If the Subscriber does not request enrollment within this special enrollment period, the baby will only be covered under this plan for 31 days (including the date of birth), or until the date the baby is enrolled in other coverage, whichever happens first.

Preventive Services

In the "Preventive Services" section of non-Medicare *EOCs*, we have made the following changes for clarity:

- Simplified introductory language
- Added language explaining that certain preventive items listed on our website may not be covered in grandfathered plans

Prosthetics and Orthotics

In the "Prosthetics and Orthotics" section of *EOCs*, we have replaced the word "mastectomy" with the phrase "removal of all or part of a breast," to align with terminology used elsewhere in the *EOC*. This is not a change in coverage.

Urgent Grievances (SB 1052)

Under "Urgent procedure" in the "Grievances" section of non-Medicare *EOCs*, we have clarified that urgent grievances are sometimes referred to as "exigent," to align with state law. For clarity, we have also added two new bullet points to the list of grievances that may be considered urgent:

- You have received Emergency Services but have not been discharged from a facility and your request involves admissions, continued stay, or other health care Services
- You are undergoing a current course of treatment using a non-formulary prescription drug and your grievance involves a request to refill a non-formulary prescription drug

Premiums

Please refer to the "Kaiser Permanente Health Plans Rate Sheet" and the "Kaiser Permanente Dental and Chiropractic Rate Sheet" for the premium rates effective upon renewal. The "Premiums" listed on the Renewal Rate Notification apply to your Group's *2021 Agreement*.

Senior Advantage (Medicare Secondary Payer)

Members enrolled in a *Kaiser Permanente Senior Advantage (HMO) when Medicare is secondary coverage EOC*, are subject to the same Premiums as Members enrolled in the non-Medicare *EOC* in the same Enrollment Unit. Refer to the Enrollment Unit Chart that was included with your *Agreement* for a list of your Enrollment Units.

For your non-Medicare *EOC* Premiums please refer to the rate chart corresponding to the *EOC's* benefit plan in the Kaiser Permanente Health Plan Rate Sheet.

COBRA and Cal-COBRA billing charge

For each Subscriber for whom Health Plan bills directly for group continuation coverage under COBRA or Cal-COBRA, add a billing charge of $2.00.

KAISER PERMANENTE INSURANCE COMPANY
One Kaiser Plaza
Oakland, CA 94612

Employers: Please provide a copy of this notice to all affected certificate holders

Summary of Benefit Changes for 2021
Small Group PPO Plans

Each year at contract renewal, we inform you about changes to the Kaiser Permanente Insurance Company (KPIC) health insurance benefits. The following is a summary of the benefit changes affecting your group's coverage under the Group Policy. Unless otherwise indicated, the changes summarized below will be effective upon your group's renewal date. Upon renewal, a new *Certificate of Insurance* (*COI)* will be issued to you. The new *COI* becomes part of your KPIC Group Policy and replaces and supersedes any previous certificate or rider that may have been issued to you and your covered employees.

This notice provides a listing of plan changes known at this time that will become effective upon your group's renewal date, unless a different date is indicated. Benefits may be subject to further changes for subsequently enacted state or federal legislation or regulations.

I. **In accordance with California requirements regarding coverage of Essential Health Benefits, the following changes to you benefits have been made at the Participating Provider tier. In addition, changes at the Non-Participating Provider tier listed below have been made for plan design simplification and/or to maintain affordability.**

   a. **Out-of-Pocket (OOP) Maximum**

      i. *The OOP Maximum amount at the Participating Provider tier will now be $8,200 for an individual and $16,400 for a family, and $16,400 for an individual and $32,800 for a family at the Non-Participating Provider tier. Applies to: Silver and Bronze plans*

   b. **Plan Deductible**

      i. *The overall Plan Deductible at the Participating Provider tier will now be $350 for an individual and $700 for a family. Applies to: Gold plans*

   c. **Provider Office Visits**

      i. *Primary Provider and Other Practitioner Office Visits at the Participating Provider tier will now require a $55 copayment. Applies to: Silver plans*

   d. **Specialty Care Physician Office Visits**

      i. *Specialty Care Physician Office Visits at the Participating Provider tier will now require a $90 copayment. Applies to: Silver plans*

   e. **Urgent Care Services**

      i. *Urgent Care Services received at the Participating Provider tier will now require a $55 copayment. Applies to: Silver plans*

   f. **Emergency Room Care or Services**

i. *Emergency Room Care or Services received at the Participating Provider tier or the Non-Participating Provider tier will now require a $200 copayment. Applies to: Platinum plans*

ii. *Emergency Room Care or Services received at the Participating Provider tier or the Non-Participating Provider tier will now require a 20% coinsurance after the Deductible. Applies to: Gold plans*

iii. *Emergency Room Care or Services received at the Participating Provider tier or the Non-Participating Provider tier will now require a 30% coinsurance after the Deductible. Applies to: Silver plans*

iv. *Emergency Room Care or Services received at the Participating Provider tier or the Non-Participating Provider tier will now require a 40% coinsurance after the Deductible. Applies to: Bronze plans*

g. Emergency or Non-Emergency Ambulance Services

i. *Emergency or non-emergency ambulance services received at the Participating Provider tier or the Non-Participating Provider tier will now require a 20% coinsurance after the Deductible. Applies to: Gold plans*

ii. *Emergency or non-emergency ambulance services received at the Participating Provider tier or the Non-Participating Provider tier will now require a 30% coinsurance after the Deductible. Applies to: Silver plans*

h. Inpatient Care

i. *Inpatient Care received at the Participating Provider tier, including Hospital Care, Mental Health and Substance Use Disorder Care, and Multidisciplinary Rehabilitation Care will now require a 30% coinsurance after the Deductible. Applies to: Silver plans*

i. Skilled Nursing Facility Care

i. *Skilled Nursing Facility Care received at the Participating Provider tier will now require a 30% coinsurance after the Deductible. Applies to: Silver plans*

j. Outpatient Surgery

i. *Outpatient Surgery received at the Participating Provider tier will now require a 30% coinsurance after the Deductible. Applies to: Silver plans*

k. X-Ray and Diagnostic Testing

i. *X-Ray and Diagnostic Testing received at the Participating Provider tier will now require an $90 copayment. Applies to: Silver plans*

l. Imaging (CT/PET scans and MRIs)

i. *Imaging (CT/PET scans and MRIs) received at the Participating Provider tier will now require a $300 copayment after the Deductible. Applies to: Silver plans*

m. Laboratory Tests

i. *Laboratory Tests received at the Participating Provider tier will now require a $55 copayment. Applies to: Silver plans*

n. Durable Medical Equipment

i. *Durable Medical Equipment received at the Participating Provider tier will now require a 30% coinsurance. Supplemental Durable Medical Equipment continues to be limited to a Benefit Maximum of $2,000 per accumulation period, combined for Participating Provider and Non-Participating Provider tiers. Applies to: Silver plans*

o. Prosthetics and Orthotics

i. Prosthetics and Orthotics received at the Participating Provider tier will now require a 30% coinsurance. Applies to: Silver plans

p. Outpatient: Rehabilitation Services, Multidisciplinary Services, and Habilitative Therapy Services

i. Outpatient Rehabilitative, Multidisciplinary, and Habilitative Therapy Services received at the Participating Provider tier will now require a $55 copayment. Applies to: Silver plans

q. Mental Health or Substance Use Disorder Treatment: Outpatient Office Visits

i. Mental Health or Substance Use Disorder Treatment Outpatient Office Visits received at the Participating Provider tier will now require a $55 copayment. Applies to: Silver plans

r. Pediatric Low Vision Exams, Follow-up Care and Vision Aids

i. Pediatric Low Vision Exams and Follow-up Care will now require a $90 copayment. Applies to: Silver plans

ii. Pediatric Low Vision Aids will now require a 30% coinsurance. Applies to: Silver plans

s. Other Outpatient Services

i. Other Outpatient Services received at the Participating Provider tier, including chemotherapy, radiation, infusion, allergy testing and treatment, and dialysis will now require a 30% coinsurance. Applies to: Silver plans

t. Outpatient Prescription Drug Benefits

i. Tier 1 Generic Drugs received at a Participating Pharmacy will now require a $10 copayment. Applies to: Platinum plans

ii. Tier 2 Brand Name Drugs received at a Participating Pharmacy will now require a $25 copayment. Applies to: Platinum plans

iii. Tier 1 Generic Drugs received at a Participating Pharmacy will continue to require a $17 copayment, however, the Prescription Drug Deductible will no longer apply. Applies to: Silver plans

iv. Tier 2 Brand Name Drugs received at a Participating Pharmacy will now require an $80 copayment after the Prescription Drug Deductible. Applies to: Silver plans

v. Tier 3 Specialty Drugs received at a Participating Pharmacy will now require a 30% coinsurance, not to exceed $250 per prescription after the Prescription Drug Deductible. Applies to: Silver plans

II. The following changes have been made as benefit enhancements:

a. Mental Health or Substance Use Disorder Treatment Other Outpatient Items & Services

i. Mental Health or Substance Use Disorder Treatment Other Outpatient Other Items & Services received at the Participating Provider tier will now be covered at no charge and not subject to any Deductible. Applies to: Platinum, Gold, and Bronze plans

b. Telehealth Services expansion

i. Coverage of Telehealth Services, when used as a mode of delivering otherwise Covered Services, has been expanded to include coverage at the Non-Participating Provider tier. The cost share will be the same as an in-

person visit to a Non-Participating Provider for that service. **This change was effective all at once on January 1, 2020, regardless of renewal date.** *Applies to: Platinum, Gold, Silver and Bronze plans*

c. Reconstructive Surgery for Craniofacial Conditions

i. Coverage of medically necessary dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate have been expanded to also include coverage for dental and orthodontia reconstructive services for other craniofacial conditions, such as Apert, Pfeiffer and Crouzon Syndromes, and hemifacial microsomia. Applies to: Platinum, Gold, Silver and Bronze plans

III. Coverage of Preventive Services in accordance with Affordable Care Act (ACA) requirements

a. The preventive care services that are covered <u>at no charge and not subject to any Deductible</u> when received at the Participating Provider tier have been expanded to include coverage for the following:

i. Anxiety screening in adolescent and adult women, including those who are pregnant or postpartum. Applies to: Platinum, Gold, Silver and Bronze plans

ii. Tobacco use screening has been added to the coverage of tobacco-caused disease counseling and interventions. Applies to: Platinum, Gold, Silver and Bronze plans

Please refer to your *COI* for a detailed list of the preventive benefits that are covered based on the ACA guidelines.

IV. The list of covered items and services under Other Preventive Services has been expanded as a benefit enhancement to treat the following specified items as preventive care when they are provided to individuals diagnosed with specified chronic conditions (*Applies to: Platinum, Gold, Silver and Bronze plans)*:

i. Hemoglobin A1C testing when provided to treat individuals diagnosed with diabetes, covered at no charge and not subject to any Deductible when received at the Participating Provider tier

ii. Retinopathy Screening when provided to treat individuals diagnosed with diabetes, covered at no charge and not subject to any Deductible when received at the Participating Provider tier

iii. Low Density Lipo-Protein testing when provided to treat individuals diagnosed with heart disease, covered at no charge and not subject to any Deductible when received at the Participating Provider tier

iv. International Normalized Ratio (INR) testing when provided to treat individuals diagnosed with liver disease or bleeding disorders, covered at no charge and not subject to any Deductible when received at the Participating Provider tier

v. Peak flow meters when prescribed to treat individuals diagnosed with asthma, not subject to any Deductible when received at the Participating Provider tier

vi. Glucometers including lancets, test strips, control solution and batteries when prescribed to treat individuals diagnosed with diabetes, not subject to any Deductible when received at the Participating Provider tier

V. "Fertility Preservation Services" has been added to the list of covered treatment and services that require Precertification. This addition has been made to ensure evaluation for medical necessity and appropriateness of care through the Medical Review Program. (*Applies to: Platinum, Gold, Silver and Bronze plans)*

Please refer to the Precertification Section in Your COI for the complete list of treatment or services that require Precertification.

THE ABOVE IS ONLY A SUMMARY OF THE BENEFIT CHANGES AFFECTING YOUR GROUP'S COVERAGE. PLEASE CONSULT THE GROUP POLICY FOR COMPLETE DETAILS REGARDING THE TERMS OF COVERAGE.

Service Order

LEA Name and Contact Information

Name: Voices College-Bound Language Academy - CA
Address: 715 Hellyer Ave San Jose, CA

LEA Primary Point of Contact

Name: Megan Mallamace
Email Address: mmallamace@voicescharterschool.com

LEA Secondary Point of Contact

Name:
Email Address:

PresenceLearning Contact Information

Name: Kimberly Catello
Email Address: kimberly.catello@presencelearning.com

Service Order

1. Services

Service Type	Student Quantity/ Groups	Service Rate
Hourly SLP Services	115	$85.00
Hourly OT Services	0	$87.00
Hourly BMH Services	0	$87.00
Annual Student Administrative Fee	115	$100.00

2. SLP Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by SLP	0	$64.00
Bilingual Screening by SLP	0	$115.00
Evaluation Coordination and Reporting by SLP	0	$257.00
Evaluation Coordination and Reporting by Bilingual SLP	0	$257.00
Review of Records by SLP	0	$114.00
Additional Assessment Component by SLP	0	$33.00
Articulation Standard Assessment	0	$69.00
Auditory Processing Select Index	0	$85.00
Classroom Observation by SLP	0	$47.00
Early Childhood Language Assessment	0	$103.00
Fluency Standard Assessment	0	$114.00
Language Select Index	0	$31.00
Language Standard Assessment	0	$149.00
Pragmatic Language Standard Assessment	0	$91.00
Phonological Process Analysis Select Index	0	$26.00
Phonological Processing Assessment	0	$77.00
Supplemental Language Screener	0	$26.00
Spanish Language Standard Assessment	0	$143.00
Spanish Language Select Index	0	$47.00
Spanish Auditory Processing Select Index	0	$85.00
Additional Bilingual Assessment Component	0	$47.00
Spanish Articulation Measures	0	$47.00
Spanish Articulation Standard Assessment	0	$57.00

Service Type	Student Quantity/ Groups	Service Rate
Augmentative Alternative Communication Assessment	0	$114.00
Additional Language Subtest	0	$33.00
Home Coordination by SLP	0	$114.00
Language Difference vs. Disorder Analysis	0	$86.00
Pre-referral Meeting by SLP	0	$114.00

3. OT Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by OT	0	$64.00
Evaluation Coordination and Reporting by OT	0	$257.00
Review of Records by OT	0	$114.00
Classroom Observation by OT	0	$47.00
Standard School-Related-ADL Assessment	0	$74.00
Standard Sensory Processing Assessment	0	$74.00
Standard Motor Skills Assessment	0	$86.00
Standard Visual Perception Assessment	0	$74.00
Standard Preschool Assessment	0	$114.00
Additional Assessment Component by OT	0	$33.00
Home Coordination by OT	0	$114.00
Informal Fine Motor Assessment	0	$47.00
Pre-referral Meeting by OT	0	$114.00

4. BMH Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by MHP	0	$150.00
Evaluation Coordination and Reporting by MHP	0	$290.00
Review of Records by MHP	0	$270.00
Rating Scale Assessment	0	$150.00
Classroom Observation by MHP	0	$135.00
Additional Assessment by MHP	0	$270.00
Additional Requested Meetings	0	$67.00
Bilingual Services by MHP	0	$135.00
Home Coordination by MHP	0	$135.00
Pre-referral Meeting by MHP	0	$135.00
Additional Requested Paperwork	0	$67.00

5. Psychoeducational Assessments

Service Type	Student Quantity/ Groups	Service Rate
Evaluation Coordination and Reporting by MHP	0	$290.00
Review of Records by MHP	0	$270.00
Cognitive Select Index	0	$135.00
Processing Select Index	0	$135.00
Achievement Select Index	0	$135.00
Rating Scale Assessment	0	$150.00
Classroom Observation by MHP	0	$135.00
Achievement Standard Battery	0	$270.00
Long Cognitive Battery	0	$270.00
Additional Assessment by MHP	0	$270.00
Processing Standard Battery	0	$270.00
Additional Requested Meetings	0	$67.00
School Psych Consultation	0	$87.00
Bilingual Services by MHP	0	$135.00
Short Cognitive Battery	0	$135.00
Spanish Select Index	0	$300.00
Spanish Battery	0	$390.00
Screening by MHP	0	$150.00
Home Coordination by MHP	0	$135.00
Pre-referral Meeting by MHP	0	$135.00
Additional Requested Paperwork	0	$67.00

Document Camera	$85.00 (each)

Service Order

Contracted Students	115

Assessments Commitment	44

Monthly Commitment*	$20,527.50	242 hours at $85.00
December Commitment*	$13,685.00	161 hours at $85.00

*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	July 1, 2021 through June 30, 2022

Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern. The terms of this Service Order are confidential information.

The Parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.	LEA
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Master Service Agreement

BY ACCEPTING A SERVICE ORDER OR OTHER AGREEMENT (THE "ORDERING DOCUMENT") THAT INCORPORATES THIS MASTER SERVICE AGREEMENT ("MASTER CONTRACT"), LEA (AS DEFINED IN THE ORDERING DOCUMENT) AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS MASTER CONTRACT. THE ORDERING DOCUMENT AND MASTER CONTRACT TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE "AGREEMENT." THE TERMS OF THE ORDERING DOCUMENT SHALL CONTROL OVER ANY CONFLICTING TERMS IN THE MASTER CONTRACT.

1. THE AGREEMENT.
This Agreement is entered into between LEA and PresenceLearning, Inc., a Delaware corporation with an office and place of business located at 180 Montgomery Street, Suite 1850, San Francisco, California 94104 "PresenceLearning" or "CONTRACTOR") (collectively, "Parties") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR. Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement ("ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). Provided that the LEA submits to CONTRACTOR an ISA, the ISA shall be executed within ninety (90) days of an LEA student's enrollment, and LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic database for ISA developing including invoicing.

2. CERTIFICATION.
CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian agency. All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS.
During the term of this Agreement, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Agreement; and that this may result in the suspension and/or revocation of CDE nonpublic agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF AGREEMENT.
The term of this Agreement shall be reflected on the ORDERING DOCUMENT and shall not exceed one year (Title 5 California Code of Regulations section 3062(a)) unless otherwise in writing.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION.
This Agreement includes the LEA Procedures and each ISA and they are incorporated herein by this reference. This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement except as set forth in the ORDERING DOCUMENT. This Agreement may be amended only by written amendment executed

by both parties. The LEA may require copies of teacher credentials and clearances, insurance documentation and CDE certification. The LEA may also require additional information as applicable. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Agreement between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT.
This Agreement shall include an ISA for each LEA student to whom CONTRACTOR is to provide services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Agreement in effect. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students. Any and all changes to a LEA student's educational placement/ program provided under this Agreement and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Agreement, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. Unless otherwise provided in this Agreement or in the IEP or ISA, the CONTRACTOR shall provide all services specified in the IEP. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service which it agreed to provide at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within a commercially reasonable period. If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement. Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS.
The following definitions shall apply for purposes of this contract:
a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
b. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the applicable standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.
Nothing in this definition shall be construed as restricting the activities in service of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

d. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).
e. The term “parent” means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, or a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). “Parent” does not include the state or any political subdivision of government or the nonpublic agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
f. The term “days” means calendar days unless otherwise specified.
g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

ADMINISTRATION OF CONTRACT

8. NOTICES.

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the ORDERING DOCUMENT. Notices to CONTRACTOR shall be addressed as indicated on the ORDERING DOCUMENT.

9. MAINTENANCE OF RECORDS & CONFIDENTIALITY.

CONTRACTOR shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Agreement, “records” may include student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain an access log for each LEA student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student’s record. Such log need not record access to the LEA student’s records by: (a) the LEA student’s

parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. These shall include, but not limited to, any current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall be provided access to or copies of any and all records upon request within five business days. If LEA collects benchmarking data at the individual or school level, LEA shall provide CONTRACTOR with such benchmarking data for the individual students and school served pursuant to this Agreement. To the extent not prohibited by this Section or applicable law, CONTRACTOR may store indefinitely, use and publish deidentified benchmarking data. LEA understands that it may receive confidential and proprietary information relating to CONTRACTOR's business (hereinafter referred to as "CONTRACTOR CONFIDENTIAL INFORMATION"). LEA agrees that the CONTRACTOR CONFIDENTIAL INFORMATION is confidential and is the sole, exclusive and extremely valuable property of CONTRACTOR. In addition, LEA understands that it may receive confidential and proprietary information of third parties other than LEA, including but not limited to information and materials relating to assessments, in the course of the provision of Services. To the extent permitted by law, LEA agrees that it will keep confidential CONTRACTOR CONFIDENTIAL INFORMATION the confidential and proprietary materials and information of CONTRACTOR and third parties which it receives or to which it has physical or digital access pursuant to this Agreement. LEA also agrees that it will not disclose materials relating to an assessment to the student who will be assessed before it is necessary to do so to perform such an assessment. It is understood and agreed that money damages would not be a sufficient remedy for any LEA's breach of confidentiality and that CONTRACTOR shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the LEA in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity. Notwithstanding any other provision in this Agreement, LEA may disclose CONTRACTOR CONFIDENTIAL INFORMATION or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, LEA will notify CONTRACTOR promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit CONTRACTOR to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

The Parties agree that mutual consent is required for the initial publication or distribution of any research and/or marketing materials, including without limitation, customer or vendor lists, press releases, and research and case studies mentioning both Parties, but that once this consent is given for initial publication the Parties may republish such works in their original or reasonably modified form at will.

10. SEVERABILITY CLAUSE.

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

11. SUCCESSORS IN INTEREST.

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

12. VENUE AND GOVERNING LAW.

The laws of the State of California shall govern the terms and conditions of this Agreement with venue in San Francisco County.

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

This Agreement may be modified or amended by the LEA, with mutual agreement of CONTRACTOR, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION AND RENEWAL.

This Agreement or any Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR may provide to LEA any and all documents CONTRACTOR is required to maintain under this Agreement. ISAs are void upon termination of this Agreement except as provided in Sections 5 and 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate an ISA, either party shall give twenty (20) days prior written notice. This Agreement shall continue until the end of the term set forth in the ORDERING DOCUMENT (hereinafter referred to as the "INITIAL TERM") and shall automatically renew on an annual basis (each a "RENEWAL TERM") unless (a) terminated in accordance with this Section or (b) either party gives written notice of its intention not to renew forty-five (45) days before expiration of the INITIAL TERM or a RENEWAL TERM. Upon the expiration or termination of this Agreement for any reason, all amounts owed to CONTRACTOR under this Agreement, which accrued before such termination or expiration will be immediately due and payable. For the avoidance of doubt, early termination of this Agreement by LEA prior to the expiration of its then-current term, other than for cause, shall be considered a breach of this Agreement and LEA shall pay a cancellation fee of $750 per Student, multiplied by the greater of (a) the number of students who have received SERVICES in the 60 days before termination or (b) the number of Contracted Students (as defined in the ORDERING DOCUMENT) (hereinafter referred to as the "TERMINATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section are difficult to estimate on the effective date hereof and would be difficult for CONTRACTOR to prove. The parties intend that LEA's payment of the TERMINATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of its obligations under this Section, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

15. INSURANCE.

CONTRACTOR shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best. At the request of LEA, CONTRACTOR will provide a Certificate of Insurance.

16. INDEMNIFICATION AND HOLD HARMLESS.

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

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

The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

In no event will CONTRACTOR be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if CONTRACTOR knew or should have known of the possibility of such damages. CONTRACTOR's cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to CONTRACTOR during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed $10,000. LEA acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations CONTRACTOR would not enter into this Agreement.

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

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

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTORS.
LEA understands and agrees that CONTRACTOR will subcontract the provision of services pursuant to this Agreement to independent contractors who shall have applicable clearances and qualifications as set forth in Sections 35 and 36 (each hereinafter referred to as a "SUBCONTRACTOR" and collectively as "SUBCONTRACTORS").

19. CONFLICTS OF INTEREST/NON-SOLICITATION.
LEA may request a copy of CONTRACTOR's current bylaws and a current list of its Board of Directors. CONTRACTOR and any member of its Board of Directors shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement with CONTRACTOR if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA acknowledges and agrees to the ability of CONTRACTOR, through employees, agents and/or SUBCONTRACTORS, to conduct an assessment or evaluation, including but not limited to an Independent Educational Evaluation (hereinafter referred to as “IEE”), of a LEA student, and provide services to that student pursuant to an IEP or ISA that reflects the findings of that assessment or evaluation. Where this Agreement provides that CONTRACTOR shall conduct one or more assessments or evaluations of a LEA student, LEA agrees to fund requested services provided to that student for whom the assessment or evaluation is requested. LEA shall not, during the term of this Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement without CONTRACTOR’s prior written consent. LEA should contact its account manager with any inquiries concerning the aforementioned. If LEA causes any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement to terminate or curtail that individual’s relationship with CONTRACTOR, and such termination or curtailment results in a loss of business or revenue for CONTRACTOR, LEA shall pay a solicitation fee of $30,000 (hereinafter referred to as the “SOLICITATION LIQUIDATED DAMAGES AMOUNT”) by way of liquidated damages. LEA acknowledges that the actual likely to result from breach of the foregoing are difficult to estimate and would be difficult for CONTRACTOR to approve. The parties intend that LEA’s payment of the SOLICITATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA’s breach of the foregoing obligations, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

20. NON-DISCRIMINATION.

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

21. FREE AND APPROPRIATE PUBLIC EDUCATION.

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”), where necessary, of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic agency consistent with the LEA student’s IEP and as specified in the ISA. Unless otherwise agreed to between CONTRACTOR and LEA, LEA shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Agreement).

22. GENERAL PROGRAM OF INSTRUCTION.

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

CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student’s IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program. CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

The total number of minutes per school day provided by CONTRACTOR should be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CALENDARS.
CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide directly related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill LEA only for direct therapy services provided on billable days of attendance as indicated on the LEA calendar unless otherwise agreed to by the LEA. It is understood that direct therapy services may not be provided on weekends, holidays and other times when school is not in session. Indirect services such as documentation may be provided outside of billable days of attendance on the LEA calendar.

25. DATA REPORTING.
CONTRACTOR shall provide to LEA on request data related to student information and billing information concerning the services provided pursuant to this Agreement. It is understood that all nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access. The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including but not limited to attendance reports and progress reports, as applicable. The LEA may approve use of CONTRACTOR provided forms at their discretion.

26. MANDATED ATTENDANCE AT LEA MEETINGS.
CONTRACTOR, through an employee, agent and/or SUBCONTRACTOR, may attend LEA mandated meetings concerning services provided pursuant to this Agreement by phone, video conference or in-person, at CONTRACTOR's sole discretion. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

27. IEP TEAM MEETINGS.
An IEP team meeting shall be convened at least annually to evaluate the educational progress of each student receiving services by or through CONTRACTOR. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Agreement or by mutual agreement, CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, and LEA shall participate in all IEP team meetings, regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Agreement, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to and participation of the CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, may attend IEP team meetings by phone or by video conference..

CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is a billable service under this Agreement.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA such as the Special Education Information System (SEIS)(hereinafter referred to as "THE APPROVED SYSTEM") for all IEP planning and progress reporting. LEA or the SELPA shall provide training for CONTRACTOR to assure access to THE APPROVED SYSTEM. CONTRACTOR shall maintain confidentiality of all IEP data on THE APPROVED

SYSTEM and shall protect the password requirements of the system. When a student disenrolls or ceases receiving services pursuant to this Agreement from CONTRACTOR, CONTRACTOR shall discontinue use of THE APPROVED SYSTEM for that student unless otherwise asked to do so by LEA. Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Agreement may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

28. SURROGATE PARENTS.
CONTRACTOR shall comply with LEA surrogate parent assignments.

29. DUE PROCESS PROCEEDINGS.
CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall fully participate in special education due process proceedings including mediations and hearings concerning services provided pursuant to this Agreement, as requested by LEA. CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, 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, concerning services provided pursuant to this Agreement.

30. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS.
On written request by LEA, CONTRACTOR shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement. A copy of any progress reports shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide 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 support plans. The LEA may request such data at any time. The CONTRACTOR shall provide this data supporting progress within a commercially reasonable period. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student with respect to goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA 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. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services which
CONTRACTOR is providing pursuant to this Agreement. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion. It is understood that all billable hours, excluding indirect services such as documentation, should be specified in the ISA. 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 LEA student's parent(s) for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. 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.

31. LEA STUDENT CHANGE OF RESIDENCE

. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR should notify LEA of the LEA student's change of residence as specified in LEA Procedures. If CONTRACTOR had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

32. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT.

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. It is understood, that all employees, agents, and SUBCONTRACTORS of CONTRACTOR shall adhere to customary professional standards when providing SERVICES (as defined in Section 57). All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract. Except as otherwise expressly set forth herein, SERVICES are provided "as is" without any warranty and CONTRACTOR expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

33. CONTRACTOR MATERIALS.

CONTRACTOR will own all right, title and interest (including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, services, designs, know-how, data, software, graphic art and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or in part, by CONTRACTOR or its agents or affiliates which arise out of the performance of services. LEA agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. Provided LEA is not in breach of any term of this Agreement, CONTRACTOR grants LEA a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the materials for which CONTRACTOR has the right to so grant solely to assist in the provision of services in accordance with the terms herein.

34. MONITORING.

CONTRACTOR shall comply with applicable law concerning the monitoring or auditing of its program and services to LEA students.

PERSONNEL

35. CLEARANCE REQUIREMENTS.

CONTRACTOR shall comply with applicable requirements of California Education Code section 44237 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees or SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's or SUBCONTRACTOR's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition,

with regard to employees and SUBCONTRACTORS who will have direct contract with LEA students, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

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

37. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS.
At LEA request, CONTRACTOR shall submit to LEA a list and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by persons employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR who will be providing services to LEA students pursuant to this Agreement. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of services to LEA students, as specified in the LEA Procedures. CONTRACTOR shall provide the CDE with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for any employee or SUBCONTRACTOR prior to such person's starting to work with any student. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all persons employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide services pursuant to this Agreement. CONTRACTOR shall provide to CDE updated information regarding the status of licenses, credentials, permits and/or other documents concerning such persons' or CONTRACTOR's ability to provide such services within 45 days of known changes. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Agreement. Consistent failure to notify the LEA and CDE of major changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Agreement by the LEA.

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

39. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME.
It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. For services provided on a public school campus, sign in/out procedures shall be followed

by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program. For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

40. HEALTH AND SAFETY.
CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. At LEA request, CONTRACTOR shall provide to LEA documentation of such compliance for each individual volunteering, employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR before the individual comes in contact with a LEA student.

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

42. CHILD ABUSE REPORTING.
CONTRACTOR and its staff members will adhere to applicable child abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. 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.

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

44. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES.
CONTRACTOR shall assure LEA that the agency has the necessary financial resources to provide the services provided for pursuant to this Agreement and will distribute those resources in such a manner to implement the IEP for each and every student receiving such services.

CONTRACTOR shall comply with all applicable LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of the following services (collectively, the "SERVICES"), including associated indirect services, specified in the LEA students' IEPs and ISAs. All payments by LEA shall be made in accordance with the terms and conditions of this Agreement and governed by all applicable federal and state laws. SERVICES may include but are not limited to the following:
a. Clinical and therapy services, consultation, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination
b. Assessments, e.g., pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment (PA) services; screenings. Assessments include a base rate encompassing a Review

of Records, writing an integrated report, attending the pre-assessment and results meetings, and testing set up. Additional assessments will be administrated where outlined in the Student's assessment plan.
c. Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.
d. Supervision of Speech-Language Pathology Assistants (SLPA), Certified Occupational Therapy Assistants (COTA), and Clinical Fellows (CF)
e. Setup, including equipment and provision of a camera for use with PA and other services if ordered

CONTRACTOR shall maintain separate registers for any SERVICES provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider and shall be available for review, inspection, or audit by LEA during the effective period of this Agreement and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.
CONTRACTOR shall submit invoices and related documents to LEA for payment for services rendered. Invoices and related documents shall be properly submitted electronically unless another method of delivery is mutually agreed upon. Each invoice will contain information as may be requested by the LEA. Such an invoice is subject to all conditions of this Agreement. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training. Invoices should be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and amounts specified in this contract within thirty (30) days of the invoice date. In no case shall initial payment claim submission for any fiscal year (July through June) extend beyond the following June 30th after the close of the fiscal year. In no case shall any rebilling for the fiscal year (July through June) extend beyond 12 months after the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

45. RIGHT TO WITHHOLD PAYMENT.
LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR was overpaid by LEA as determined by mutual inspection, review, and/or audit of its program, work, and/or records; (b) CONTRACTOR has failed to provide supporting documentation with an invoice as requested; (c) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or (d) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by twelve (12) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected. The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR as mutually agreed by LEA and CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student. If LEA determines that cause exists to withhold payment to CONTRACTOR based exclusively on the above criteria in this Section, LEA shall, within ten (10) business days of receipt of an invoice (hereinafter referred to as the "DISPUTE PERIOD"), provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Unless CONTRACTOR

receives notice of any such dispute within the DISPUTE PERIOD, such invoice shall be considered undisputed and shall be due and payable no later than 30 days of the date of such invoice. Within thirty (30) days from the date of receipt of any notice of dispute, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied. If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy. After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days. After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2). Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus CONTRACTOR's reasonable costs of collection.

46. PAYMENT FROM OUTSIDE AGENCIES.
LEA understands that CONTRACTOR will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. If CONTRACTOR bills Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students, CONTRACTOR shall notify LEA and, upon request, shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

47. STUDENT ABSENCES.
CONTRACTOR shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence or as specified in the LEA Procedures.

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

CONTRACTOR may provide access, on request, to LEA to records as defined in Section 9 above. All records shall be provided to LEA by electronic means or, at LEA's request and expense, in hard copy, within a commercially reasonable period of a written request from LEA.

49. RATE SCHEDULE/ORDERING DOCUMENT.
In consideration for the Services, LEA agrees to pay CONTRACTOR, in accordance with the fees identified on the ORDERING DOCUMENT, all undisputed amounts are due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus CONTRACTOR'S reasonable costs of collection.

(a) Clinical Services. The ORDERING DOCUMENT will list the clinical discipline of the services LEA purchases ("Clinical Services") referenced as SLP Services, SLP Supervision, OT Services, OT Supervision, BMH Services. These Clinical Services may be purchased as an Hourly Service or Annual Service.

(b) Hourly Service Fee. If applicable, the ORDERING DOCUMENT may specify an Hourly Service Fee, for a particular discipline (SLP, OT, BMH) which is based on a per hour, per clinician pricing.

(c) Annual Service Fee. If applicable, the ORDERING DOCUMENT may specify an Annual Service Fee, for a particular discipline (SLP, OT, BMH) which is based on the student group size and therapy hours (the assumptions will be listed). If LEA makes any changes, CONTRACTOR may make a pricing adjustment to the Annual Service Fee.

(d) Student Administrative Fee. If applicable, the ORDERING DOCUMENT may specify Student Administrative Fee which will be billed in the first invoice and any Renewal Term on a per student, per service basis. At any time during the Term, if students are added to receive a Service, LEA will be billed Student Administrative Fee for those students during the month the services start.

(e) Monthly Commitment. If applicable, the ORDERING DOCUMENT may specify a minimum dollar payment due each month during the Term ("Monthly Commitment"), excluding any Psychoeducational Assessment minimums. A Monthly Commitment fee will not be charged for (i) the month in which Services begin, or (ii) the last month of Services. If LEA's fees are less than the Monthly commitment, LEA will be billed the difference on a quarterly basis. For the month(s) exempt from a Monthly Commitment, LEA shall pay the total fees incurred for the month.

(f) Assessments Commitment. If applicable, the ORDERING DOCUMENT may specify the minimum number of assessments (excluding Psychoeducational Assessments) for which payment is due at the end of the Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Term, CONTRACTOR will reconcile the Assessment Commitment with actual Assessments given, and LEA will be invoiced for the difference if the Assessment Commitment was not met.

(g) Psychoeducational Assessments Commitment. If applicable, the ORDERING DOCUMENT may specify a minimum fee for psychoeducational assessments for which payment is due at the end of the Term. At the end of the Term, CONTRACTOR will reconcile the Psychoeducational Assessment Commitment fee with actual Psychoeducational Assessment fees billed, and LEA will be invoiced for the difference if the Psychoeducational Assessment Commitment fee was not met.

(h) Unplanned Student Absence Fee. If LEA cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence ("Unplanned Student Absence"), LEA agrees to pay CONTRACTOR the applicable Rate for the duration of the scheduled session. If LEA has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.

(i) Contracted Students. If applicable, the ORDERING DOCUMENT may specify the number of students for whom LEA has purchased Services.

(j) Disputes. LEA may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, LEA shall remit the amount owed within ten (10) calendar days.

50. DEBARMENT CERTIFICATION

CONTRACTOR certifies that:

(a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes

relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

51. REPRESENTATIONS.

LEA hereby represents and warrants to CONTRACTOR as follows:

(a) LEA has the right, power, and authority to enter into and perform its obligations under this Agreement,

(b) LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement,

(c) the undersigned has the right, power and authority to enter into this Agreement on behalf of LEA,

(d) this Agreement constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies,

(e) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof,

(f) LEA will comply with any applicable law concerning SERVICES, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes CONTRACTOR or its employees, agents or SUBCONTRACTORS from complying with any applicable law,

(g) any authorized representative of LEA (hereinafter referred to as a “LEA AUTHORIZED INDIVIDUAL”) has the authority to enter into an ORDERING DOCUMENT for the provision of services,

(h) that LEA has verified the accuracy, completeness and appropriateness of all students’ medical, educational, demographic, disciplinary, and therapeutic-related information (hereinafter referred to as “STUDENT RECORDS”) prior to LEA’s providing CONTRACTOR with access to such STUDENT RECORDS,

(i) that LEA acknowledges and agrees that the professional duty to educate, supervise and treat the students lies solely with LEA, and that the provision of SERVICES in no way replaces or substitutes for the professional judgment of LEA or a SUBCONTRACTOR,

(j) that prior to receiving services, LEA will provide CONTRACTOR with the conditions described in the Environment, Equipment and Supervision Specifications, available at https://www.presencelearning.com/tc/eq-spec, and other conditions as set forth by CONTRACTOR, and that if LEA does not provide CONTRACTOR with the specified conditions, as determined by CONTRACTOR in its sole discretion, within 30 days of the beginning of a TERM, CONTRACTOR does not guarantee sufficient clinician availability to provide services, and

(k) that LEA acknowledges that CONTRACTOR is not a healthcare provider or clinician, and that it cannot and does not independently review or verify the medical accuracy or completeness of STUDENT RECORDS made available to it pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PresenceLearning, Inc.	LEA
By:	By:
Name:	Name:
Title:	Title:

Date:	Date:

PresenceLearning

Equipment Schedule

This Equipment Schedule (the "Schedule") is incorporated and made part of the Master Service Agreement (the "Agreement") between PresenceLearning, Inc., ("PresenceLearning") and entity named in the Service Order that is receiving the Services ("Customer") and lists the terms and conditions of the purchase of hardware, test kits and materials (collectively "Equipment") from PresenceLearning. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. **Included Hardware.** In connection with the provision of the Services, Customer may, at Customer's option, be provided with the following hardware at no additional cost.

Hardware Type	Units per Student
Webcam	1 for every 40 students
Headset	1 for every 10 students
Headset USB	1 for every 10 students
Splitter	1 for every 10 students

2. **Hardware Available for Purchase.** Customer may, at Customer's option, purchase the additional hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	$49.00
ANDREA Over Ear USB headset	$29.00
ANDREA 455 Stereo headset	$25.00
ANDREA Y-100B Splitter	$5.00
ANDREA USB Sound Card Adapter	$14.00
iPad Splitter	$10.00
Document Camera	$85.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided in Section 10.

3. **WISC-V Kits.**

3.1 Purchase of WISC-V Kits. If the Agreement provides that the Customer may access WISC-V assessments, Customer may purchase WISC-V test kits (each, a "Kit") from PresenceLearning. Kits are not included in the price of the assessments. Each Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V assessments. Prices of the Kits will be reflected in the Service Order entered into at the time the Kits are to be purchased.

WISC-V	Price per unit
WISC-V Stimulus Book	$11.00
WISC-V Blocks	$46.00

3.2 Tracking and Return of Kits. Customer understands and acknowledges that the Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Kit from each student that received one. After a Kit has been used, Customer must arrange for the return of the Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to PresenceLearning that the Kits are in the Customer's possession (in a mutually agreed upon manner). At no time will a Kit remain in

the possession of Customer's student once it has been used.

4. **Delivery; Title; Risk of Loss.**

   4.1 Brick and Mortar Schools. PresenceLearning will ship Equipment directly to Customer at the address provided in the Agreement. If Customer's location is temporarily inaccessible due to COVID-related closures, PresenceLearning will temporarily ship Equipment to any other address provided by Customer.

   4.2 Virtual School. PresenceLearning will ship the Equipment to the addresses provided by Customer.

   4.3 FOB. PresenceLearning shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.

   4.4 Delivery Dates. All delivery dates are approximate. PresenceLearning shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

   4.5 Received and Accepted. Equipment is deemed received and accepted upon delivery to the address provided by Customer.

5. **Delivery Addresses.** Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Customer provides an incorrect address, then Customer will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to PresenceLearning's error, PresenceLearning will promptly ship replacement Equipment to the correct address at no cost to Customer.

6. **Inspection of Goods.** Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify PresenceLearning of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to PresenceLearning in accordance with accepted trade practices.

7. **Fees; Payment.** Customer agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.

8. **Disclaimer of Warranty.** PresenceLearning is not the manufacturer of the Equipment and the Equipment is being sold "as is," and the PresenceLearning disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.

9. **Delay or Failure to Perform.** PresenceLearning will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of PresenceLearning's control. PresenceLearning shall notify Customer immediately upon realization that it will not be able to deliver the Materials as promised.

10. **Suggested Hardware Specification.** The following is a list of suggested hardware and specifications for use in clinical services.

Hardware Type	Requirements	Suggested Brand	Suggested Model
Webcam with tripod	• Attachable tripod • Video resolution 1920X1080 • Auto focus • Field of View = 65°	N/A	N/A
Headset	• Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio	ANDREA	EDU-455 STEREO HEADSET
Headset USB	• Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio	ANDREA	OVER EAR USB NC-455VM
Splitter	• Splitter cable allows you to connect 2 headphones simultaneously to your computer so parents and providers can monitor and listen to what the student is hearing	ANDREA	Y-100B
Sound card	• External USB headset adapter with CD quality digital sample rates • Bypasses a computer's sound system, creating superior low-noise audio	ANDREA	EDU-USB PL-CS-PRESENCE
Document camera	• Capture images of A4 and US letter pages • Built-in LED lights	HUE	HD Pro Camera

Addendum to the Master Service Agreement

This Addendum (the "Addendum") is hereby attached and made part of the existing Master Services Agreement ("Agreement") between PresenceLearning and Customer. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement. In the event of any conflicting definitions, terms or conditions between this Addendum and the Agreement, this Addendum shall control.

The parties agree to amend the Agreement as follows:

1. Clinical Services. The Clinical Service Order will list the clinical discipline of the services Customer has purchased, referenced by discipline type, which services may be purchased on an hourly or annual basis (other fees may apply), and include direct clinical therapy, indirect clinical therapy, IEP development, attendance to meetings (collectively, "Clinical Services").

2. Clinician Conversion; Conversion Fee.

2.1. Clinician Conversion. During the Term of the Agreement, Customer may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any PresenceLearning clinician except in accordance with the terms set forth in this Section 2.

2.2. Conversion Fee. Customer shall notify PresenceLearning of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment (any clinician that accepts such offer of employment, a "Converted Clinician"). Upon the date a Converted Clinician commences employment with Customer (the "Conversion Effective Date"): (i) the Converted Clinician shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Clinician utilized the Platform prior to the Conversion Effective Date) through the expiration of the Service Order pursuant to which the Converted Clinician was performing Services hereunder prior to becoming a Converted Clinician and (ii) Customer shall pay PresenceLearning the applicable fee set forth below (such fee, the "Conversion Fee"):

Calculation of Conversion Fee

Conversion Effective Date:	Conversion Fee:
July 1st – September 30th	$20,000.00
October 1st – December 31st	$15,000.00
January 1st – March 31st	$10,000.00
April 1st – June 30th	$5,000.00

3. Additional Fees.

3.1. Short-Term Assignments. If Customer requires PresenceLearning to deliver Clinical Services, excluding any Assessments or Evaluations, for periods that are not expected to exceed eighty-four calendar (84) days (such assignments, "Short-Term Assignments"), the fees for such Short-Term Assignments shall include an additional fee equal to 30% of the hourly service fee set forth in the applicable Service Order (the "Short-Term Premium"). For the avoidance of doubt, the Short-Term Premium shall not be due and payable with respect to any Assessments or Evaluations.

3.2. Bilingual Services Fee. If Customer requires PresenceLearning to deliver any services to students in a language other than English (such services, "Bilingual Services") the fees for such Bilingual Services

shall include an additional fee equal to 20% of the hourly service fee set forth in the applicable Service Order.

3.3. Service Coordination Fee. If applicable, this Clinical Service Order may specify a Service Coordination Fee which will be billed monthly and will include planning, coordination and administration of services and other services not included in Clinical Services.

4. **Platform Licenses Option.** Customer is eligible to receive ten (10) Teletherapy Essentials licenses (collectively, the "Platform Licenses") for a total cost of $5,000 (the "Platform License Option"). If Customer elects to exercise the Platform License Option, Customer must (i) notify its PresenceLearning Contact within fifteen (15) days of signing this Addendum and (ii) execute and return a Platform License Agreement that shall contain the applicable terms and conditions of the Platform Licenses.

Agreed to:

PresenceLearning, Inc.	Licensee: [Entity Name]
By:_____ Authorized by Signature Date	By:_____ Authorized by Signature Date
Print Name:_____	Print Name:_____

Agreed to:

AGREEMENT TO PROVIDE FOOD SERVICE

Between Better 4 You Meals, Inc. and Voices College Bound Language Academies

This agreement made on 7/26/2021 between **Better 4 You Meals Inc.**, and **Voices College Bound Language Academies** is created for the purpose of providing meals under the:

- ☒ School Breakfast Program (SBP);
- ☒ National School Lunch Program (NSLP)
- ☐ Child and Adult Care Food Program (CACFP)
- ☐ Summer Food Service Program (SFSP)

It is hereby agreed upon that:

Scope of Work

Better 4 You Meals will provide meal services to Voices College Bound Language Academies that complies with all regulations and nutrition standards as set forth by the United States Department of Agriculture (USDA) for participation in the National School Lunch Program.

Both Better 4 You Meals and Voices College Bound Language Academies will comply with all applicable local, State, and Federal statutes and regulations, and in meeting the guidelines set forth by the National School Lunch Program (NSLP). Those requirements include, but are not limited to the identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records between Better 4 You Meals and Voices College Bound Language Academies, relating to this agreement and service will be open for inspection by proper local, State, and Federal authorities in accordance with applicable statutes and regulations.

1. **Exclusivity & Agreement Term**

Better 4 You Meals will operate as Voices College Bound Language Academies' sole vendor for meals served under the National School Lunch Program (NSLP) for the period of July 1, 2021 to June 30, 2022 for the site(s) listed below.

Site Location(s)	Site Address
Voices Flagship	715 Hellyer Ave, San Jose, CA
Voices Mt Pleasant	14271 Story Rd, San Jose, CA

Voices Morgan Hill	610 Jarvis Dr, Morgan Hill, CA
Voices Stockton	321 Weber Ave, Stockton, CA
Voices WCC	201 28th St., Richmond, CA

2. Pricing

a. Better 4 You Meals will charge Voices College Bound Language Academies:

Meal Type	Annual Estimated # of Meals	Fee Per Meal	Annual Cost
Breakfast	**104,528**	**$2.00**	**$209,056.00**
Lunch	**104,528**	**$3.05**	**$318,810.40**
Snack	**12,250**	**$0.92**	**$11,270**
		Estimated Total	**$515,094.96**

b. Pricing Disclosures for Additional or Upgrade Options
   1. Field trip ready meals are available at the same prices as above,
   2. Vegan Special Request Meals
      Breakfast: $ 5.50 Lunch: $ 7.50

All meals are available as family style or pre-pack, based on school request. All meals are served complete and fully reimbursable by USDA & NSLP standards. Included with every meal:

- Meals delivered at proper serving temp, no equipment needed
- Full serving of vegetable
- Full serving of fruit or fruit juice
- Plates, trays, sporks, napkins
- Milk – 1%, Fat Free, & Chocolate options
- Meal appropriate condiments
- Transportation costs

c. In the event of renewal of this Agreement beyond the base year, Voices College Bound Language Academies recognizes that price will be adjusted, at

a maximum, by the Consumer Price Index for San Francisco Area (CPI-U) for Food Away from Home.

3. **Service Style**

   a. Cold Delivery - Heat on Site
      i. Prepackaged will be delivered either day before or on the morning and heated on site, based on final agreement between both parties.
      ii. Voices College Bound Language Academies recognizes this model require refrigeration and heating capability on site.
      iii. Equipment can be purchased through school selected vendors or can be purchased or leased directly through B4YM.

4. **Pricing for Service During Emergency Declarations**

   a. In the event of a locally, State, or National Declaration of Emergency, Better 4 You Meals commits to do everything within our power to continue providing service to Voices College Bound Language Academies.

   b. Better 4 You Meals, to the best of its ability, also agrees to collaborate with Voices College Bound Language Academies in case of such emergencies and provide service at nontypical locations, in non-typical serving models, and at non-typical serving or delivery hours.

   c. Such emergencies may result and additional staffing needs or product costs rising due to scarcity, therefore Better 4 You Meals reserves the right to increase meal cost no more than 10% of the current contracted rate.

5. **Meal Charges for Late and Emergency Cancellations**

   a. Better 4 You Meals reserves the right to charge a percentage of the full price per meal for any order cancellations or decreases that occur after the deadline. The percentages are stated as
      i. 25% of meal cost for all cancellations requested 3 school days prior
      ii. 50% of meal cost for all cancellations requested 2 school days prior
      iii. 75% of meal cost for all cancellations requested 1 school days prior

   b. In the event of emergency school closure due to an act of nature or other major circumstance out of the control of Voices College Bound Language Academies, Better 4 You Meals will provide the following meal cancellation charge policy:
      i. 50% of meal cost for all cancellations on the day of or evening prior to the emergency.

ii. All subsequent cancelled orders related to the same emergency will not be invoiced.

6. Payment Terms

a. Better 4 You Meals shall present to the Voices College Bound Language Academies an invoice accompanied by reports no later than the 5th day of each month which itemizes the previous month's delivery.

b. Payment is due within thirty (30) days of receipt of invoice or by the end of the calendar month, whichever date occurs first.

c. Late payments may be assessed a 10% late fee for each 15 calendar days that the invoice goes past due.

d. Better 4 You Meals agrees to forfeit payment for meals that are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements contained in this Agreement. However, no deduction will be made unless Voices College Bound Language Academies provides to Better 4 You Meals, in writing, the date of the meal service for which the deduction is to be made, specifying the number of returned meals for which Voices College Bound Language Academies intends to deduct payment, along with the reasoning why. Voices College Bound Language Academies shall provide notice no later than twenty-four (24) hours after the date the meal was served. Voices College Bound Language Academies shall keep evidence of rejected food for inspection by Better 4 You Meals.

7. School Site & Service Type Information

a. At least 30 days prior to commencing meal service, Voices College Bound Language Academies agrees to complete the Better 4 You Meals School Information Sheet for each site, consisting of all necessary school site information such as site address, main contact information, requested delivery window, special meals needed, and meal service time(s).

8. USDA & DoD Donated Foods

a. B4YM shall accept and use the maximum extent possible, any US Department of Agriculture (USDA) or Department of Defense (DoD) donated food items listed in Exhibit B.

b. B4YM will credit Voices College Bound Language Academies for the value of all donated foods (including both entitlement and bonus foods) received for use in Voices College Bound Language Academies' meal service in the school year or fiscal year.

c. B4YM shall account for the full value of donated foods by:

i. Subtracting the value of all donated foods received for use in Voices College Bound Language Academies' food service from Voices College Bound Language Academies' (monthly/quarterly) invoice, and

ii. Using the current year Fair Market Value listing distributed by the USDA or DoD.

d. B4YM shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to donated foods.

e. B4YM will provide assurance that it will comply with the storage and inventory requirements for donated Foods.

f. The distributing agency, subdistributing agency, the CDE, Agency, the Comptroller General, the USDA, the DoD or their duly authorized representatives, may perform on-site reviews of B4YM's food service operation, including the review of records, to ensure compliance with requirements for the management and use of donated foods.

g. B4YM will maintain records to document its compliance with requirements relating to donated foods, in accordance with.

9. <u>Meal Planning & Ordering</u>

a. No later than the 10th of each month, Better 4 You Meals will provide to Voices College Bound Language Academies a monthly menu comprising all meals to be served for the subsequent month. Menus will be emailed to those contacts identified by Voices College Bound Language Academies. Voices College Bound Language Academies is responsible for sharing the monthly menu with its students and families.

b. Menu items may be adjusted by the mutual consent of both parties. Better 4 You Meals shall adjust the menus at the request of Voices College Bound Language Academies whenever Voices College Bound Language Academies determines certain items to be unacceptable. Such incidents can include, but are not limited to:

i. a monotonous diet resulting from items served frequently or the similarity to other items;

ii. the nutritional needs of the students;

iii. susceptibility to spoilage;

iv. and excessive waste resulting from unpopularity of items with students.

c. Number of meals prepared by Better 4 You Meals shall be determined by the quantity ordered by the Voices College Bound Language Academies. Voices

College Bound Language Academies will notify the Better 4 You Meals of the quantity of meals needed via Better 4 You Meals' online ordering system.

d. Voices College Bound Language Academies shall place orders for the following month no later than the 15th of the current month. Better 4 You Meals shall allow the Voices College Bound Language Academies to increase or decrease the number of meal orders, as needed, 5 school days prior of the scheduled delivery date.

10. <u>Medically Necessary Documentation & Special Meals</u>

a. Upon request by Voices College Bound Language Academies, Better 4 You Meals will provide:

   i. Monthly menu portion and nutritional detail to demonstrate compliance with the National School Lunch Program (NSLP).

   ii. Carbohydrate reports to assist the school in facilitation of meals for students with diabetes.

   iii. Allergen Report tracking the eight (8) commonly recognized food allergen components (eggs, wheat, soy, peanuts, soy, tree nuts, fish, shellfish) as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA)

b. For students with special dietary needs or requiring therapeutic meals, Voices College Bound Language Academies must submit a signed copy of CDE Form - **MEDICAL STATEMENT TO REQUEST SPECIAL MEALS AND/OR ACCOMMODATIONS**[1].

   i. Voices College Bound Language Academies recognizes it is their legal responsibility, as per the USDA Nutrition Program regulations for implementing and monitoring of all therapeutic meals to students.

   ii. Better 4 You Meals' Dietitian will create specific menus and provide these meals to the school with the understanding that we do not have the capacity to monitor and control individual student's meal consumption patterns outside of the meal they are provided.

      1. Due to the complexities of some dietary restrictions, Better 4 You Meals is currently only providing Special Meals for diets that require gluten free, diary free, tree nut free, or shellfish free.

      2. Diet profiles that require special meal preparation other than those listed in (f.ii.2) will be evaluated on a case by case basis

[1] http://www.cde.ca.gov/ls/nu/cr/documents/medstat.doc

and responded to within 10 business days of each complete submission.

11. <u>Preparation, Delivery, & Service of Meals</u>

a. Better 4 You Meals will prepare meals at a site that maintains all appropriate state and local health permits and certifications for our facilities, and will maintain all permits and certifications at all times. Better 4 You Meals will notify Voices College Bound Language Academies within 72 hours should any change in current permit or certifications occur.

b. Voices College Bound Language Academies shall have all state or local certifications as needed for each of their school sites and shall maintain certification for the duration of this agreement.

c. Better 4 You Meals shall assure that each meal provided to the Voices College Bound Language Academies under this Agreement meets the minimum requirements for reimbursable meals that meet the Public Law 111-296, the Healthy, Hunger-Free Kids Act of 2010 (HHFKA). Better 4 You Meals follow the single Food-Based Menu Planning (FBMP) meal patterns as described in 7 CFR §210.10 for NSLP and §220.8 for SBP. The meal shall include the following components; fruits, vegetables, grains, meat/meat alternates, and milk. The Vendor shall meet grade level caloric, saturated fat, sodium and trans-fat requirements.

d. Better 4 You Meals shall make deliveries of meals within the hours and on the days identified by Voices College Bound Language Academies. Better 4 You Meals will deliver meals in equipment such as refrigerated trucks and insulated food grade delivery containers. This equipment is the property of Better 4 You Meals and solely for use of transporting meal items. Equipment should not be moved from the eating areas or used for other storage. Equipment must be returned daily. If equipment is moved, Voices College Bound Language Academies is responsible for moving it back to the eating area before end of service so that it can be picked up by Better 4 You Meals delivery staff.

e. Voices College Bound Language Academies will be responsible for monitoring, recording, and charging (if applicable) of all students that receive a meal. Better 4 You Meals will not accept any cash payments for daily meals nor will keep records of specific pupils who receive a meal. Additional recordkeeping terms are delineated below in Section 5.

f. Voices College Bound Language Academies shall ensure that a Voices College Bound Language Academies representative is available at each delivery site, for the entirety of the specified delivery window, on each specified delivery day to receive, inspect, and sign for the requested number of meals. This

individual will verify the temperature, quality, and quantity of each meal delivery. Voices College Bound Language Academies assures Better 4 You Meals that this individual will be trained and knowledgeable in the record keeping and meal requirements of the SBP/NSLP/CACFP and with local health and safety codes.

12. <u>Buy American Provision</u>

a. Better 4 You Meals agrees to abide by all provisions of 7 CFR 210.21(d), Buy American Provision of the National School Lunch Program. The District/State agency/Territory participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals.
b. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d)." Require a certification of domestic origin for products which do not have country of origin labels.)

13. <u>Recordkeeping & Audits</u>

a. Better 4 You Meals shall maintain full and accurate records and production worksheets that document:
    i. the menus provided to the Voices College Bound Language Academies during the term of this agreement,
    ii. a listing of all components of each meal,
    iii. and an itemization of the quantities and portion sizes of each component used to prepare each meal.
b. Better 4 You Meals will make available all said records for inspection by Voices College Bound Language Academies, State and Federal authorities upon written request. Better 4 You Meals will retain records for a period of three years from the date of final contract expiration; except in the case that any audit findings have not been be resolved, the records will be maintained beyond the three-year period, and for as long as is required for the resolution of the issues identified in the audit.
c. In the event of an audit or Administrative Review by the California Department of Education, Better 4 You Meals will provide document requisition support to Voices College Bound Language Academies. Voices College Bound Language Academies shall be responsible for notifying Better

4 You Meals within three (3) days of receiving notice of such audit or Administrative Review.

d. Voices College Bound Language Academies will be solely responsible for the entire free and reduced price application process, including the distribution, review, approval, and verification of application for its students. Voices College Bound Language Academies is responsible for all point of sale services, meal counts and completion of all required compliance and reimbursement documents applicable to the Meal Programs identified on Page 1.

e. HACCP: Better 4 You Meals will provide Voices College Bound Language Academies, upon request, evidence of daily worksheets that detail Hazard Analysis and Critical Control Point (HACCP) compliance from receipt to delivery of the finished product.

14. Agreement Period & Renewal

a. As allowable per Federal procurement guidelines, contracts may be renewed by a mutual agreement for up to four additional one-year periods following the base year, with price negotiable. At the time of renewal, both Better 4 You Meals and Voices College Bound Language Academies shall execute a new agreement and/or amendment to this Amendment stating the extended agreement period.

b. Base Year of this agreement shall run from July 1, 2021 to June 30, 2022.

15. Indemnity

a. Better 4 You Meals agrees to defend, indemnify, and hold harmless Voices College Bound Language Academies and its directors, officers, and employees for claims for death, bodily injury, and damage to tangible property caused by the sole negligence or a wrongful act of Better 4 You Meals in the performance of this agreement. Better 4 You Meals agrees to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto.

b. Voices College Bound Language Academies shall promptly notify Better 4 You Meals in writing of any claims against Better 4 You Meals or the Voices College Bound Language Academies and, in the event a suit is filed, shall promptly forward to Better 4 You Meals all papers in connection therewith.

c. Voices College Bound Language Academies agrees to defend, indemnify, and hold harmless Better 4 You Meals and its directors, officers, and employees for claims for death, bodily injury, and damage to tangible property caused

by the sole negligence or a wrongful act of Voices College Bound Language Academies in the performance of this Agreement. Voices College Bound Language Academies agrees to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto.

16. Insurance

a. Voices College Bound Language Academies will keep and maintain commercial general liability insurance in an amount no less than one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) in the aggregate. If requested, Voices College Bound Language Academies will provide Better 4 You Meals with proof of insurance in the amount specified, with the assurance that coverage will not be cancelled or modified without thirty (30) days prior written notice to Better 4 You Meals.

   i. **General Liability Insurance.** Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars ($1,000,000) combined single limit for each occurrence, Two Million Dollars ($2,000,000) aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

      1. Better 4 You Meals, its officers, agents, and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

      2. The insurance provided herein is primary coverage to the Better 4 You Meals with respect to any insurance programs maintained by the Better 4 You Meals.

b. Better 4 You Meals will keep and maintain commercial general liability insurance in an amount no less than one million dollars ($1,000,000) for each occurrence and two million dollars ($2,000,000) in the aggregate. If requested, Better 4 You Meals will provide Voices College Bound Language Academies with proof of insurance in the amount specified, with the assurance that coverage will not be cancelled or modified without thirty (30) days prior written notice to Voices College Bound Language Academies.

   i. **General Liability Insurance.** Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars ($1,000,000) combined single limit for each occurrence, Two Million Dollars ($2,000,000) aggregate. Said commercial general liability

insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

1. Voices College Bound Language Academies, its officers, agents, and employees, are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
2. The insurance provided herein is primary coverage to the Voices College Bound Language Academies with respect to any insurance or self-insurance programs maintained by the Voices College Bound Language Academies.

ii. **Workers' Compensation Insurance**. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California.

iii. **Automobile Insurance.** Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars ($1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles.

17. Modification & Termination

a. This agreement, along with approved addendums, constitutes the entire understanding between Better 4 You Meals and the Voices College Bound Language Academies with respect to the subject matter hereof and there is no other written or oral understandings or agreements with respect hereto. No variation or modification of the Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Voices College Bound Language Academies and Better 4 You Meals.

b. No assignment or transfer of this Agreement may be made, in whole or in part, without the prior written consent of the Voices College Bound Language Academies.

c. Either party may terminate this Agreement for cause:

i. Upon fifteen (15) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or

ii. Immediately if either party becomes insolvent or becomes the subject of any other proceedings, receivership, liquidation, or assignment for the benefit of creditors.

d. Either party may terminate this Agreement at any time by giving a thirty (30) day written notice to the other party, setting forth the reason(s) and the effective date of termination. Upon such termination Voices College Bound Language Academies and Better 4 You Meals shall make all settlement of all amounts due hereunder as follows.

e. The following shall occur upon termination, whether by cause or election:

   i. Better 4 You Meals shall be paid according the invoice issued to Voices College Bound Language Academies for all meals and services provided through the effective termination date of service.

   ii. Voices College Bound Language Academies shall pay Better 4 You Meals all outstanding balances, not in dispute, within fifteen (15) days of the effective date of termination.

   iii. Voices College Bound Language Academies shall return all equipment owned by Better 4 You Meals, if any, immediately upon stoppage of service.

f. This agreement is subject to modifications as may be required by changes in Federal or State laws, or their implementing of regulations. Any such required modification shall automatically be incorporated into and be part of this Agreement on the effective date of such change as if fully set forth herein. Except as provided above, not modification of this Agreement shall be effective unless agreed to in writing by both parties in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

18. <u>Independent Contractor</u>

a. Better 4 You Meals, in the performance of this Agreement, shall be and act as an independent contractor. Better 4 You Meals understands and agrees that it shall not be considered an officer, employee or agent of the Voices College Bound Language Academies, and is not entitled to benefits of any kind or nature normally provided employees of the Voices College Bound Language Academies. Better 4 You Meals assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement.

19. <u>Cooperation of the Parties</u>

a. Better 4 You Meals and Voices College Bound Language Academies agree to cooperate fully, to work in good faith, and to mutually assist each other in the

performance of this Agreement. Both parties also agree to meet to resolve problems associated with this Agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary.

20. Applicable Law

a. The laws of the State of California shall govern this Agreement with venue in Los Angeles County, California, and no other place.

21. Construction and Effect:

a. A waiver of any failure under this Agreement shall neither be construed as, nor constitute a waiver of, any subsequent failure. This Agreement supersedes all prior negotiations, representations, or Agreements. The Article and Paragraph headings are used solely for convenience and shall not be deemed to limit the subject of the Articles and Paragraphs or be considered in their interpretation. The appendixes referred to herein are made part of this Agreement by the respective references to them. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

The signers listed below attest they are fully authorized to enter into agreement and hereby fully execute this agreement.

Name & Title of Voices College Bound Language Academies Representative	**Telephone Number**
Lizzette Ramirez, Chief Operating Officer	408-791-1609 x1030
Mailing Address	
6840 Via Del Oro, Ste. 160, San Jose, CA 95119	
Signature	**Date**
Lizzette Ramirez	7/26/2021
Name & Title of Better 4 You Meals Representative	**Telephone Number**
Steven Holguin Executive Vice President of Sales	(323) 838-5555
Mailing Address	
5743 Smithway Street, Ste 103, Commerce, CA 90040	
Signature	**Date**
Steven Holguin	7/26/21

Voices College Bound Language Academies Initials LR Better 4 You Meals Initials SH

EXHIBIT A:

DELIVERY DRIVERS & STAFF

Voices College Bound Language Academies and Better 4 You Meals has agreed that Better 4 You Meals will oversee and perform all meal delivery to the schools. The following explains the roles Better 4 You Meals' employees will be responsible to perform.

1. Better 4 You Meals agrees:
   a. To be responsive to all communication from Voices College Bound Language Academies in regard to all Better 4 You Meals employee performance and actions,
   b. When specifically requested by Voices College Bound Language Academies l, Better 4 You Meals will provide Department of Justice background clearance, TB vaccination, and all proper food handling certificates.
2. Better 4 You Meals delivery drivers will be responsible for:
   a. Safely entering and parking only in approved areas,
   b. Delivering all equipment, meals, and beverages to the approved staging area
   c. Returning to school for pick-up of equipment at designated staging area.
3. Voices College Bound Language Academies agrees and recognizes that:
   a. Any performance issues with a Better 4 You Meals employee shall be reported to Better 4 You Meals Senior Director of Northern California Operations, and not with the employee directly,
   b. Better 4 You Meals staff shall not be responsible for any point of sale activities nor oversight of students during the meal period,
   c. Better 4 You Melas staff are not responsible for cleaning student's eating area.
   d. Any Better 4 You Meals employee injuries that may occur on school site shall be reported to Better 4 You Meals on the same business day, and all insurance claims shall first be reported to Better 4 You Meal's insurance,
   e. Better 4 You Meals staff are not to be employed by the school for additional services, without the expressed written permission of Better 4 You Meals.

EXHIBIT B:
USDA Foods Direct Deliver Brown Box and DOD Fresh Allowable Items

USDA Foods Direct Delivery "Brown Box" and DOD Fresh

Better 4 You Meals is registered as a processor of the following USDA Foods direct delivery (aka brown box) foods for 20 21 SY

#	ITEM	LBS per Case	PRICE
100365	Pinto Beans, Can	40.5#	$14.31
100361	Applesauce 96/4.5 OZ	27#	$16.11
100101	Beef Crumbles	40#	$136.66
110322	Beef Patty 2.2 z	40#	$136.46
100101	Chicken, Diced	40#	$74.22
110624	Blueberry, Highbush Frozen	30#	$30.40

#	ITEM	LBS per Case	PRICE
100362	Refried Beans, Can	42#	$19.56
100119	Turkey Taco	30#	$47.64
110921	Grilled Chicken Fillet	30#	$70.70
101031	Rice, Brown	25#	$9.28
100357	Potatoes, Fries	30#	$24.73
110462	Chicken, Strips	30#	$56.48
110860	Strawberry Slices, Unsweetened Frozen	30#	$36.65

Per the usda national price file, Better 4 You Meals will credit the above average national prices per case. That full file and associated regulation and information can be found here:
https://www.fns.usda.gov/sites/default/files/resource-files/Average%20Material%20Price_SY21.xlsx

These prices will be utilized for SY 2020-21, per USDA processor regulation, to allow for consistent crediting and inventory valuation. It is important for a school to note that each truckload of items requested on survey and subsequently received by the state on various shipments may vary. The state may list differing survey, allocation, and entitlement values order values as the product moves through the USDA Foods supply chain. Cases will be credited based on the schools monthly usage from menu orders at the above value for all of SY 2020-21, and credits will post to the schools invoices at the above amount per case.

It is the schools' responsibility to make payment direct to the state for any admin fees for utilization of this program directly to its state agency.

Schools must place on surveys in accordance with the menu use of above featured items to ship DIRECTLY to Better 4 You Meals facility, in the manner approved by the state agency, not to exceed annual usage. Better 4 You Meals will provide an annual estimate of maximum menu usage estimates based on existing contracted meals to help guide school survey requests.

Truckload completion is dependent upon state agency ability to coordinate the availability and shipping of the USDA foods direct to Better 4 You Meals by the appropriate vendor in the volume necessary to complete the school request during the school year.

Better 4 You Meals is responsible for receiving and utilizing the truckloads of the above foods and will substitute commercial and USDA Foods goods of equal or better quality and domestic origin in compliance with USDA regulation on substitution in order to practice FIFO and ensure safe, high quality, fresh foods through the entire school year.

Better 4 You Meals cannot take possession nor use in its menus any items it is not registered to process for that school year, nor which arrive to the school location or state warehouse rather than direct to their production facilities.

For any program administration questions and coordination of Better 4 You Meals utilizing USDA foods listed above or coordinating fresh produce usage via FFAVORS DOD Ordering direct to Better 4 You Meals, please reach out to Riva Figueroa, Senior Director of Operations, rfigueroa@better4youmeals.com

School Year 20 21

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1. **PARTIES.** Voices College-Bound Language Academies – WCC/Richmond ("Client") headquarters located at 201 28th Street Richmond, CA 94804 engages **Tru Technical Partners** ("COMPANY"), as an independent contractor, to provide computer system & software service, support and/or managed services (Tru IT) and related services, herein after collectively referred to as ("Services") in accordance with the terms of this Agreement. Support will be provided via remote/telephone service support/calls are available at an additional cost however, Standard Business Hour Onsite/Remote support service are included in this support. COMPANY agrees to perform such Services in accordance with the scope of work authorized by the CLIENT.

2. **TERM.** This Agreement is effective as of **September 1, 2021** and will remain in effect until terminated in accordance with the terms of this Agreement ("Term").

3. **AUTHORIZED INDIVIDUALS.** Service can only be requested by the following individual(s): Joanna Diaz, Business Manager and Brittany Erway, Principal. COMPANY will have the right to select the technician it deems qualified to perform the services required under this Agreement or as otherwise requested by CLIENT. CLIENT will have the right to reasonably request a change of the COMPANY technician assigned to perform the Services under this Agreement, which COMPANY will accommodate.

4. **SERVICE RATES – Regular.** CLIENT will pay COMPANY a monthly flat fee of **$1,469** to "SUPPORT" CLIENT student and staff with technology infrastructure that consists of Chrome Book computers, desktop and laptop computers, printers, wireless access points and controlling units, firewall, switches, routers, software that carries manufacturer's service agreements. CLIENT and COMPANY agree upon onsite support availability being provided during Standard Business Hours (7:30 am to 6:00 pm, Monday through Friday, not including holidays). Support will be provided via remote/telephone service support/calls are available at an additional cost however, Standard Business Hour Onsite/Remote support service are included in this support. Additional Professional Services are discounted at the hourly rate of **$95** which will apply to any customer provided hardware installation, hardware upgrades, software upgrades, system data recovery due to malware are considered future projects not related to standard support.

    a. **EMERGENCY/HOLIDAY ON SITE SUPPORT –** If CLIENT requests on site services outside of COMPANY Standard Business Hours CLIENT agrees to **$150** per hour charge for weekdays and **$200** per hour charge for holiday's and weekends.

Summary of Tru IT Coverage – Monthly Flat Fee

(Which shall be incorporated into the definition of "Services" in this Agreement?)

Phone and Remote Support – Unlimited remote, phone and on-site support for all devices under contract will be provided 8 AM – 6PM, Mon – Fri.
**extended support is available*

Onsite Service is not provided on the following 2019 / 2020 Holidays Observed by TRU and its employees.

Holiday	Date	Service Support
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24 x 7 Predictive Monitoring – Unlimited Tier 2 engineer support. TRU agents will be installed on all servers and workstations to provide predictive monitoring of key network elements and also provide data for the Quarterly Business Review.

The TRU Agent will also provide:

- Report server stability and performance
- Automatic service request generation on unusual events or service failure
- Daily backup monitoring
- Daily firewall monitoring
- Virus updates and virus activity
- Patch Management

Quarterly Business Review (QBR) – Every quarter COMPANY will meet with CLIENT primary point of contact. During this review we will discuss TRU's performance and accomplishments over the past quarter, any customer concerns, review service requests and any points of interests. We will also discuss CLIENT business and technology goals for the next 2 quarters and any proposed changes and projects for the next quarter.

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Desktop Lifecycle Management – From system procurement to system decommission, TRU will manage every aspect of the desktop lifecycle. TRU's agent will help provide the following tasks:

- System Imaging
- Software distribution
- Unlimited patch management
- Spyware/virus monitoring
- Pc decommission
- Enforcement of acceptable user policy
- Asset management
- Application compliance

Online Service Portal – COMPANY will provide access to an online service portal and account access for all CLIENT end-users. End-users will also be provided documentation on how to use the service portal, generate service requests through email and all COMPANY phone contacts.

Unlimited Software updates – COMPANY will provide software (approved software only) updates at no extra charge for all systems under contract.

Anti-Virus / Anti-Spyware - COMPANY will provide endpoint security for all devices currently under contract at no additional fee, saving you the cost of purchasing this software and support at a yearly basis.

5. **WARRANTY. COMPANY WARRANTS THAT ALL SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH THE STANDARD CARE OF IT PROVIDERS IN THE S.F. BAY AREA. COMPANY WILL PERFORM THE SERVICES REQUESTED OF CLIENT UNDER CLIENT'S REASONABLE DIRECTION WHERE REQUIRED. EXCEPT AS SET FORTH HEREIN, COMPANY MAKES NO OTHER WARRANTY OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED.**

6. **LIMITATION OF LIABILITY**. **IF ANY SERVICE PERFORMED BY COMPANY RESULTS IN DAMAGE TO CLIENT'S SYSTEMS OR EQUIPMENT, COMPANY'S LIABILITY WILL BE LIMITED SOLELY TO THE COST TO REPAIR OR REPLACE THE DAMAGED SYSTEMS OR EQUIPMENT UNLESS CAUSED BY GROSS NEGLIGENCE CONDUCT OF COMPANY. COMPANY STRONGLY RECOMMENDS THAT CLIENT BACKUP ALL DATA TO CLIENT SERVER(S) BEFORE MAKING ANY CHANGES TO EQUIPMENT OR SYSTEMS, WHICH MIGHT AFFECT SUCH DATA. COMPANY WILL NOT BE RESPONSIBLE FOR LOST OR DAMAGED DATA IN THE EVENT THAT SAME IS NOT BACKED UP ON A REGULAR BASIS BY CLIENT OR PRIOR TO ANY SERVICES TO BE PROVIDED BY COMPANY TO CLIENT. SERVER BACKUPS ARE THE SOLE AND ABSOLUTE RESPONSIBILITY OF THE CLIENT IF CLIENT REFUSES THE TRU RECOVERY SERVICE OPTION. CLIENT UNDERSTANDS THAT THERE ARE MANY FACTORS BEYOND THE CONTROL OF COMPANY, WHICH CAN CAUSE LOSS OF DATA, AND COMPANY IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, IRRESPECTIVE OF THE MANNER IN WHICH SAID DATA WAS LOST OR DESTROYED. CLIENT WILL INDEMNIFY AND HOLD COMPANY HARMLESS FROM ALL DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) AND OTHER COSTS OR LIABILITIES RESULTING FROM ANY SUCH LIABILITY FOR LOST OR DESTROYED DATA EXCEPT IF CAUSED BY THE COMPANY'S GROSS NEGLIGENCE OR INTENTIONAL CONDUCT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, AND EXCEPT AS SPECIFICALLY OTHERWISE SET FORTH ABOVE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL, OR THE COSTS OF PROCURING SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR OPERATION OF THE SERIVCES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OR CONTRACT, BREACH OR WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

7. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding and inure to the benefit of COMPANY and its successors and assigns and binding upon CLIENT and its successors and assigns. This Agreement may not be modified except by a written instrument signed by all parties.

8. **PAYMENT TERMS.** All invoices are due by the 10th day of the month from receipt of an emailed invoice. Disputed Invoices must be reported within 30 days of Invoice Date. Outstanding Invoices older than 30 days from date of receipt by CLIENT shall accrue interest at 10% per annum. In the event CLIENT fails or refuses to pay any invoice for 45 days or more, COMPANY may cease all further work until such time as payment in full is received.

9. **TERMINATION.** If CLIENT cancels or terminates this Agreement prior to its annual expiration date, any remaining monthly amounts that have not been paid will be paid within 10 days of cancellation.

10. **DISPUTES.** Any disputes between the parties less than $5,000 shall be resolved in small claims court in the County of Santa Clara. Any disputes in excess of $5,000 shall be settled by a mutually agreeable dispute resolution provider, in Santa Clara, through their established procedures, which shall be binding on the parties. If the parties can not agree on a provider, then the party filing the arbitration proceeding shall be entitled to Choose the dispute resolution provider, such as ARC, ADR Services, or JAMS, but excluding the American Arbitration Association ("AAA"). Judgment upon the award rendered by the arbitrator(s) may be entered by any court of competent jurisdiction. The costs of arbitration shall be Borne equally by the parties with each party responsible for his or its own attorneys' fees. The arbitrator(s) shall have the authority to determine all issues of arbitrability. The arbitrator(s) may not award punitive or exemplary damages. THE PARTIES HEREBY WAIVE ALL RIGHTS TO SUCH DAMAGES AND TO TRIAL BY JURY.

11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. CLIENT consents to in personal jurisdiction the all courts, whether State or Federal, in the County of Santa Clara, State of California.

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12. **FORCE MAJEURE.** No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature(including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or [telephone service]. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated."

13. **ATTORNEY FEES AND COSTS.** In the event any party to this Agreement brings suit to enforce any provision of this Agreement or is required to defend any action the defense to which is any provision of this Agreement, the prevailing party shall receive all costs and reasonable attorneys' fees as determined by the Arbitrator.

14. **NON SOLICITATION.** During the Term of this Agreement and for one (1) year thereafter, CLIENT and COMPANY mutually agree not to solicit for employment the other's employees who directly provide services under this Agreement. It is further agreed that if either firm does hire an employee or representative of the other, that the hiring party will pay the other as liquidated damages the sum of 30% of the employee annual salary as a placement fee, which amount the parties agree is fair and reasonable under the circumstances, since damages are difficult to adequately determine.

15. **CONFIDENTIALITY.** TRU and CLIENT mutually agree to consider and hold all matters relating to CLIENT and COMPANY business in strict confidence and shall not disclose same without the prior written consent of the other. Notwithstanding the foregoing, COMPANY shall be permitted to disclose that it has performed work for CLIENT, including the general nature of the work performed. As standard practice COMPANY will not remove any property from CLIENT'S premises without permission from client. Property is defined as physical or in form of data. Documentation deemed critical, for support of CLIENT, will be maintained on premises and securely at COMPANY. Upon the termination of this agreement all property will be returned or destroyed per CLIENT'S instructions.

16. **SERVICE LEVEL AGREEMENT:**

Priority Response

As part of the **Tru IT Care** program, the CLIENT will receive priority service in the service queue over non-contractual customers. Once an alert or notification is received by one of our Customer Service Representatives from our network monitoring technology platform, the COMPANY commits to the response times as outlined in the table below:

PLEASE NOTE: These response times are for regular Business Hours support only. If an alert or notification is received outside standard Business Hours, the network issue will be addressed the following business day, unless the CLIENT has opted to purchase our **24x7x365 Response Service Module**.

Tru Technical Partners, Inc. will provide remote and/or on-site services under the following conditions and with the following response times:

Time of Service	Response Time
Business Hours Monday – Friday: 7:30am – 6:00pm PST	Remote Response: 2 hours
	On-site Response: 4 hours

Help Desk Support Services

Should the CLIENT need to contact our Help Desk to report an issue or request support from one of our Customer Service Representatives during regular Business Hours, the CLIENT has a variety of methods to reach us:

REQUESTING SUPPORT - Client must follow basic guidelines to receive prompt and fully documented support:

- Email: support@voicescharterschool.com
- Email: support@trutechnical.com
- Tru Technical Partners support ticket will be integrated with Voices Charter School support ticket system for convenience of end users
- Our *Service-Level-Agreement* is up to 2 hours for a response from an engineer during standard business hours.
- Leave as much detail in the body of the email for quicker resolution.
- **Always** use email ticketing system unless email services are not available.
- Users have 2-days to respond to a ticket before it is automatically closed
- **Telephone: 408-559-2800 – Option 1 directly to technical support**

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17.

Program Components	Number of Users	Total Monthly Cost
Tru IT Care – WCC Unlimited Remote, 4hr. bi-monthly Onsite Support per site. Includes Anti-Virus, Anti-Spy and Malware Security on all systems, Desktops and Laptops. Remote wipe and device user management. **During COVID onsite visits are by appointment and a remote contactless room is designated for support engineer to conduct their work.**	236	$1,469
Tru IT Network & CIO– Switches, Routers and Firewall. VoIP phone system support, disseminate technology & certify, document playbook, 24x7x365 monitoring, create & implement processes and best practice procedures, recommendations of hardware replacement	0	Included
Tru Print Support @ Corporate HQ – Parts, Maintenance Kit and Toner not included	0	Included
Assist with school approved content in PDF format to be updated on the school website.	0	Included
Tru Cyber Security SOC Support 24x7x365 Support	0	$TBD
Tru Recovery - Disaster Recovery and Business Continuity Solution. Tru Technical provides a company owned system at no cost for Data Backup & Quick Data Retrieval and Business Continuity for access to your data within 60 minutes. 500GB – 1TB Data Storage Online	GB	$TBD
Total Monthly Cost		$1,469

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SIGNATURES:

Voices College-Bound Language Academies - WCC	Tru Technical Partners, Inc.
Signature: Lizzette Ramirez	Signature:
By: Lizzette Ramirez	By: Truman Roe
Title: Chief Operating Officer	Title: CEO
Date: 7/26/2021	Date: 10/19/2020

Effective Date of Agreement: Signing Date
Automatic Renewal Date of Agreement: Signing Anniversary Date

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1. **PARTIES.** Voices College-Bound Language Academies - CMO ("Client") headquarters located at 6840 Via Del Oro, Suite 160 San Jose, CA 95119 engages **Tru Technical Partners** ("COMPANY"), as an independent contractor, to provide computer system & software service, support and/or managed services (Tru IT) and related services, herein after collectively referred to as ("Services") in accordance with the terms of this Agreement. Support will be provided via remote/telephone service support/calls are available at an additional cost however, Standard Business Hour Onsite/Remote support service are included in this support. COMPANY agrees to perform such Services in accordance with the scope of work authorized by the CLIENT.

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7. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding and inure to the benefit of COMPANY and its successors and assigns and binding upon CLIENT and its successors and assigns. This Agreement may not be modified except by a written instrument signed by all parties.

8. **PAYMENT TERMS.** All invoices are due by the 10th day of the month from receipt of an emailed invoice. Disputed Invoices must be reported within 30 days of Invoice Date. Outstanding Invoices older than 30 days from date of receipt by CLIENT shall accrue interest at 10% per annum. In the event CLIENT fails or refuses to pay any invoice for 45 days or more, COMPANY may cease all further work until such time as payment in full is received.

9. **TERMINATION.** If CLIENT cancels or terminates this Agreement prior to its annual expiration date, any remaining monthly amounts that have not been paid will be paid within 10 days of cancellation.

10. **DISPUTES.** Any disputes between the parties less than $5,000 shall be resolved in small claims court in the County of Santa Clara. Any disputes in excess of $5,000 shall be settled by a mutually agreeable dispute resolution provider, in Santa Clara, through their established procedures, which shall be binding on the parties. If the parties can not agree on a provider, then the party filing the arbitration proceeding shall be entitled to Choose the dispute resolution provider, such as ARC, ADR Services, or JAMS, but excluding the American Arbitration Association ("AAA"). Judgment upon the award rendered by the arbitrator(s) may be entered by any court of competent jurisdiction. The costs of arbitration shall be Borne equally by the parties with each party responsible for his or its own attorneys' fees. The arbitrator(s) shall have the authority to determine all issues of arbitrability. The arbitrator(s) may not award punitive or exemplary damages. THE PARTIES HEREBY WAIVE ALL RIGHTS TO SUCH DAMAGES AND TO TRIAL BY JURY.

11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. CLIENT consents to in personal jurisdiction the all courts, whether State or Federal, in the County of Santa Clara, State of California.

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Campbell, CA 95008
800-778-9969

12. **FORCE MAJEURE.** No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature(including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or [telephone service]. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated."

13. **ATTORNEY FEES AND COSTS.** In the event any party to this Agreement brings suit to enforce any provision of this Agreement or is required to defend any action the defense to which is any provision of this Agreement, the prevailing party shall receive all costs and reasonable attorneys' fees as determined by the Arbitrator.

14. **NON SOLICITATION.** During the Term of this Agreement and for one (1) year thereafter, CLIENT and COMPANY mutually agree not to solicit for employment the other's employees who directly provide services under this Agreement. It is further agreed that if either firm does hire an employee or representative of the other, that the hiring party will pay the other as liquidated damages the sum of 30% of the employee annual salary as a placement fee, which amount the parties agree is fair and reasonable under the circumstances, since damages are difficult to adequately determine.

15. **CONFIDENTIALITY.** TRU and CLIENT mutually agree to consider and hold all matters relating to CLIENT and COMPANY business in strict confidence and shall not disclose same without the prior written consent of the other. Notwithstanding the foregoing, COMPANY shall be permitted to disclose that it has performed work for CLIENT, including the general nature of the work performed. As standard practice COMPANY will not remove any property from CLIENT'S premises without permission from client. Property is defined as physical or in form of data. Documentation deemed critical, for support of CLIENT, will be maintained on premises and securely at COMPANY. Upon the termination of this agreement all property will be returned or destroyed per CLIENT'S instructions.

16. **SERVICE LEVEL AGREEMENT:**

Priority Response

As part of the **Tru IT Care** program, the CLIENT will receive priority service in the service queue over non-contractual customers. Once an alert or notification is received by one of our Customer Service Representatives from our network monitoring technology platform, the COMPANY commits to the response times as outlined in the table below:

PLEASE NOTE: These response times are for regular Business Hours support only. If an alert or notification is received outside standard Business Hours, the network issue will be addressed the following business day, unless the CLIENT has opted to purchase our **24x7x365 Response Service Module**.

Tru Technical Partners, Inc. will provide remote and/or on-site services under the following conditions and with the following response times:

Time of Service	Response Time
Business Hours Monday – Friday: 7:30am – 6:00pm PST	Remote Response: 2 hours
	On-site Response: 4 hours

Help Desk Support Services

Should the CLIENT need to contact our Help Desk to report an issue or request support from one of our Customer Service Representatives during regular Business Hours, the CLIENT has a variety of methods to reach us:

REQUESTING SUPPORT - Client must follow basic guidelines to receive prompt and fully documented support:

- Email: support@voicescharterschool.com
- Email: support@trutechnical.com
- Tru Technical Partners support ticket will be integrated with Voices Charter School support ticket system for convenience of end users
- Our *Service-Level-Agreement* is up to 2 hours for a response from an engineer during standard business hours.
- Leave as much detail in the body of the email for quicker resolution.
- **Always** use email ticketing system unless email services are not available.
- Users have 2-days to respond to a ticket before it is automatically closed
- **Telephone: 408-559-2800 – Option 1 directly to technical support**

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17.

Program Components	Number of Users	Total Monthly Cost
Tru IT Care – CMO Unlimited Remote Support for Network, ISP Firewall, 4hr. bi-monthly Onsite Support per site. Includes Anti-Virus, Anti-Spy and Malware Security on all systems, Servers, Desktops and Laptops. Remote wipe and device user management. **During COVID onsite visits are by appointment and a remote contactless room is designated for support engineer to conduct their work.**	Office	$7,500
Tru IT Network & CIO– Switches, Routers and Firewall. VoIP phone system support, disseminate technology & certify, document playbook, 24x7x365 monitoring, create & implement processes and best practice procedures, recommendations of hardware replacement	Office	Included
Tru Print Support @ Corporate HQ – Parts, Maintenance Kit and Toner not included	0	Included
Assist with school approved content in PDF format to be updated on the school website.	0	Included
Tru Cyber Security SOC Support 24x7x365 Support	0	$TBD
Tru Recovery - Disaster Recovery and Business Continuity Solution. Tru Technical provides a company owned system at no cost for Data Backup & Quick Data Retrieval and Business Continuity for access to your data within 60 minutes. 500GB – 1TB Data Storage Online	GB	$TBD
Total Monthly Cost		$7,500

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SIGNATURES:

Voices College-Bound Language Academies - CMO	Tru Technical Partners, Inc.
Signature: Lizzette Ramirez	Signature:
By: Lizzette Ramirez	By: Truman Roe
Title: Chief Operating Officer	Title: CEO
Date: 7/26/2021	Date: 9/1/2021

Effective Date of Agreement: Signing Date
Automatic Renewal Date of Agreement: Signing Anniversary Date

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

Master Contract

2021-2022

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Voices College-Bound Language Academies: Franklin McKinley

Contract Year 2021-2022

_____ Nonpublic School

☒ Nonpublic Agency

Type of Contract:

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

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

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

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

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2021-2022 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: VOICES COLLEGE-BOUND LANGUAGE ACADEMIES: FRANKLIN MCKINLEY

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Adriana San Millan School Psychology and Special Education Services, LLC.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2021, between VOICES COLLEGE-BOUND LANGUAGE ACADEMIES: FRANKLIN MCKINLEY, hereinafter referred to as the local educational agency ("LEA"), a member of Sonoma Charter SELPA and Adriana San Millan School Psychology and Special Education Services, LLC. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current

copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from September 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022.

In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. The new Master Contract shall be signed by the contractor within the ninety day period. (California Education Code section 56366(c)(1) and (2)).

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to

provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not

available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior

intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking

such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at 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:

PART I

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

$2,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$2,000,000 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. **Business Auto Liability Insurance** for all owned scheduled, 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.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, with the following limits:

$1,000,000 per occurrence
$1,000,000 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, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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 may 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.

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and

attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be

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

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

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq*., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

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

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, Section Education Codes 60851.5 and Section 60851.6 related to the suspension of the California High School Exit Exam (CAHSEE).

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

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

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

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all

nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test ("CELDT"), as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend upon mutual agreement District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

30. POSITIVE BEHAVIOR INTERVENTIONS

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

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

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

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

otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.
(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

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

32. IEP TEAM MEETINGS

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

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

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or

NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least three (3) 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).

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 assessment of the student one week 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 assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment 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, interviews, or meetings for direct service students. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this

provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

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

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

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq*., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program

and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that

none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

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

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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

governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

48. ABSENCES

When the provider is sent to the LEA and the student is not there or declines service, the nonpublic agency will bill 1 hours to document the service was offered to protect the school and follow the Individual Education Plan. In the case of vision services for the independent specialist and VI Specialist, when the student is absent, they will do the brailling of the material towards the IEP requirements. The independent specialist may stay there and do braille work and assist other general education students. The VI Specialist will do material prep, lesson planning and consultation with staff. There may be overlap of the services of the VI Specialist and the independence specialist to implement the IEP.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

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

53. INCIDENT/ACCIDENT REPORTING

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

54. 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 11165.7, AB 1432, 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.

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar week when education or related services were provided. Invoices and related documents shall be properly submitted electronically. At a minimum, each invoice must contain the following information: specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the invoice; date invoice was mailed, indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

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

invoices no later than fifteen (15) days after the date a completely corrected re-billing invoice is received by LEA.

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

RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR for the specific service when: (a) CONTRACTOR has failed to perform; (b) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (c) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures.

NO SHOW OR LATE ARRIVAL POLICY: Unless the student provides timely notice, if the student fails to show for or is late to his/her scheduled appointment, CONTRACTOR will note appointment and arrival time (as applicable) and that the student did not attend or was late.

For virtual sessions, LEA will pay fifty percent (50%) of the virtual sessions rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.
For in-person sessions, LEA will pay the full session rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.

If a student does not show or arrives late, CONTRACTOR will submit an invoice for those sessions and provide written proof the student did not show or arrived late, along with including documented attempts to contact the family or student. There must be contact attempts documented in the therapy notes section.

SESSION CANCELLATIONS WITH 24+ HOURS NOTICE: Session cancellations with 24+ hours notice can be made up at a later time at no cost to the LEA. Sessions should be rescheduled within the frequency specified on the IEP. For example, if the student receives a session 1 time per week, then the session should be attempted to be rescheduled within the week.

THERAPY ABSENTEEISM: If the student has a history of habitual absenteeism, the caseworker will notify the assigned Education Specialist. After three (3) consecutive no-shows or excessive absenteeism, the caseworker will notify the Education Specialist to try to schedule an IEP meeting for the IEP team to discuss possible barriers that may be preventing the student from attending therapy. Therapy sessions will continue to take place throughout this process.

60. INSPECTION AND AUDIT

CONTRACTOR shall provide access to LEA to records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications. CONTRACTOR shall make available to LEA relevant information to the billing in question submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit.

61. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

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

62. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR

Adriana San Millan School Psychology and Special Education Services, LLC.

Nonpublic School/Agency

By: Adriana San Millan 7/14/21
Signature **Date**

Adriana San Millan

Adriana San Millan, Manager

LEA

Voices College-Bound Language Academies: Franklin McKinley

Nonpublic School/Agency

By: _____
Signature **Date**

Megan Mallamace, Director of Special Education

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Adriana San Millan, Manager	**Megan Mallamace, Director of Special Education**
Adriana San Millan School Psychology and Special Education Services	**VOICES Charter Schools**
Address **1115 Teresa Lane**	**Address**
City **State** **Zip** **Morgan Hill** **CA** **95037**	**City** **State** **Zip**
Phone **Fax** **408-706-4860** **408-608-0379**	**Phone** **Fax**
Email **Adriana@sanmillansped.com**	**Email**

Additional LEA Notification
(Required if completed)

Name and Title

Address

City **State** **Zip**

Phone **Fax**

Email

EXHIBIT A: 2021-2022 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: **Adriana San Millan School Psychology and Special Education Services**

The CONTRACTOR CDS NUMBER: 1A-43-144

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

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

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	99.00	hourly
Language and Speech/Assistant (415)	150.00	hourly
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)	150.00	hourly
Occupational Therapy (450)	200.00	hourly
Physical Therapy (460)	200.00	hourly
Individual Counseling (510)	125.00 ind/ 150 group	hourly
Counseling and Guidance (515)	125.00 ind/150 group	hourly
Parent Counseling (520)	125.00	hourly
Social Work Services (525)	125.00	hourly
Psychological Services (530)	350.00	hourly
Behavior Intervention Services (535)	99.00	hourly
Specialized Services for Low Incidence Disabilities (610)	200.00	hourly
Specialized Deaf and Hard of Hearing (710)	200.00	hourly
Interpreter Services (715)		
Audiological Services (720)	200.00	hourly
Specialized Vision Services (725)	200.00	hourly

Orientation and Mobility (730)	200.00	hourly
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) – Specialized Academic Instruction		
Other (900)		

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on_____or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201_, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency_____Nonpublic School _____

LEA Case Manager: Name_____Phone Number _____

Pupil Name_____ Sex: ☐ M ☐ F Grade: _____

(Last) (First) (M.I.)

Address_____City_____State/Zip _____

DOB_____Residential Setting: ☐ Home ☐ Foster ☐ LCI #_____ ☐ OTHER _____

_____

Parent/Guardian_____Phone ( )_____( ) _____

(Residence) (Business)

Address_____City_____State/Zip _____

(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be:_____during the regular school year

_____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are:_____during the regular school year

_____during the extended school year

3. Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.

A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate:_____

Estimated Number of Days_____x Daily Rate_____= PROJECTED BASIC EDUCATION COSTS (A) _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ _____

D. SPECIALIZED EQUIPMENT/SUPPLIES_____$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/

SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) $ _____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____Quarterly_____ Monthly_____ Other (Specify) _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON_____

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

-CONTRACTOR-	-DISTRICT-
(Name of Nonpublic School/Agency)	(Name of School District)
(Signature) (Date)	(Signature) (Date)
(Name and Title)	(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

Master Contract

2021-2022

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Voices College-Bound Language Academies: Morgan Hill

Contract Year 2021-2022

_____ Nonpublic School

☒ Nonpublic Agency

Type of Contract:

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

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

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

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

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2021-2022 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: VOICES COLLEGE-BOUND LANGUAGE ACADEMIES: MORGAN HILL

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Adriana San Millan School Psychology and Special Education Services, LLC.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2021, between VOICES COLLEGE-BOUND LANGUAGE ACADEMIES: MORGAN HILL, hereinafter referred to as the local educational agency ("LEA"), a member of Sonoma Charter SELPA and Adriana San Millan School Psychology and Special Education Services, LLC. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current

copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from September 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022.

In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. The new Master Contract shall be signed by the contractor within the ninety day period. (California Education Code section 56366(c)(1) and (2)).

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to

provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not

available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior

intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking

such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at 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:

PART I

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

$2,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$2,000,000 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. **Business Auto Liability Insurance** for all owned scheduled, 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.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, with the following limits:

$1,000,000 per occurrence
$1,000,000 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, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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 may 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.

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and

attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be

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

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

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq*., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

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

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, Section Education Codes 60851.5 and Section 60851.6 related to the suspension of the California High School Exit Exam (CAHSEE).

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

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

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

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all

nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test ("CELDT"), as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend upon mutual agreement District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

30. POSITIVE BEHAVIOR INTERVENTIONS

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

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

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

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

otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.
(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

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

32. IEP TEAM MEETINGS

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

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

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or

NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least three (3) 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).

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 assessment of the student one week 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 assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment 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, interviews, or meetings for direct service students. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this

provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

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

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

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq*., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program

and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that

none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

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

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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

governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

48. ABSENCES

When the provider is sent to the LEA and the student is not there or declines service, the nonpublic agency will bill 1 hours to document the service was offered to protect the school and follow the Individual Education Plan. In the case of vision services for the independent specialist and VI Specialist, when the student is absent, they will do the brailling of the material towards the IEP requirements. The independent specialist may stay there and do braille work and assist other general education students. The VI Specialist will do material prep, lesson planning and consultation with staff. There may be overlap of the services of the VI Specialist and the independence specialist to implement the IEP.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

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

53. INCIDENT/ACCIDENT REPORTING

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

54. 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 11165.7, AB 1432, 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.

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar week when education or related services were provided. Invoices and related documents shall be properly submitted electronically. At a minimum, each invoice must contain the following information: specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the invoice; date invoice was mailed, indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

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

invoices no later than fifteen (15) days after the date a completely corrected re-billing invoice is received by LEA.

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

RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR for the specific service when: (a) CONTRACTOR has failed to perform; (b) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (c) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures.

NO SHOW OR LATE ARRIVAL POLICY: Unless the student provides timely notice, if the student fails to show for or is late to his/her scheduled appointment, CONTRACTOR will note appointment and arrival time (as applicable) and that the student did not attend or was late.

For virtual sessions, LEA will pay fifty percent (50%) of the virtual sessions rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.
For in-person sessions, LEA will pay the full session rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.

If a student does not show or arrives late, CONTRACTOR will submit an invoice for those sessions and provide written proof the student did not show or arrived late, along with including documented attempts to contact the family or student. There must be contact attempts documented in the therapy notes section.

SESSION CANCELLATIONS WITH 24+ HOURS NOTICE: Session cancellations with 24+ hours notice can be made up at a later time at no cost to the LEA. Sessions should be rescheduled within the frequency specified on the IEP. For example, if the student receives a session 1 time per week, then the session should be attempted to be rescheduled within the week.

THERAPY ABSENTEEISM: If the student has a history of habitual absenteeism, the caseworker will notify the assigned Education Specialist. After three (3) consecutive no-shows or excessive absenteeism, the caseworker will notify the Education Specialist to try to schedule an IEP meeting for the IEP team to discuss possible barriers that may be preventing the student from attending therapy. Therapy sessions will continue to take place throughout this process.

60. INSPECTION AND AUDIT

CONTRACTOR shall provide access to LEA to records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications. CONTRACTOR shall make available to LEA relevant information to the billing in question submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit.

61. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

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

62. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Adriana San Millan School Psychology and Special Education Services, LLC.	**Voices College-Bound Language Academies: Morgan Hill**
Nonpublic School/Agency	**Nonpublic School/Agency**
By: Adriana San Millan 7/14/21 **Signature** **Date**	**By:** _____ **Signature** **Date**
Adriana San Millan **Adriana San Millan, Manager**	**Megan Mallamace, Director of Special Education**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Adriana San Millan, Manager	**Megan Mallamace, Director of Special Education**
Adriana San Millan School Psychology and Special Education Services	**VOICES Charter Schools**
Address **1115 Teresa Lane**	**Address**
City **State** **Zip** **Morgan Hill** **CA** **95037**	**City** **State** **Zip**
Phone **Fax** **408-706-4860** **408-608-0379**	**Phone** **Fax**
Email **Adriana@sanmillansped.com**	**Email**

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2021-2022 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: **Adriana San Millan School Psychology and Special Education Services**

The CONTRACTOR CDS NUMBER: 1A-43-144

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

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

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	99.00	hourly
Language and Speech/Assistant (415)	150.00	hourly
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)	150.00	hourly
Occupational Therapy (450)	200.00	hourly
Physical Therapy (460)	200.00	hourly
Individual Counseling (510)	125.00 ind/ 150 group	hourly
Counseling and Guidance (515)	125.00 ind/150 group	hourly
Parent Counseling (520)	125.00	hourly
Social Work Services (525)	125.00	hourly
Psychological Services (530)	350.00	hourly
Behavior Intervention Services (535)	99.00	hourly
Specialized Services for Low Incidence Disabilities (610)	200.00	hourly
Specialized Deaf and Hard of Hearing (710)	200.00	hourly
Interpreter Services (715)		
Audiological Services (720)	200.00	hourly
Specialized Vision Services (725)	200.00	hourly

Orientation and Mobility (730)	200.00	hourly
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) – Specialized Academic Instruction		
Other (900)		

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on_____or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201_, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency_____Nonpublic School _____

LEA Case Manager: Name_____Phone Number _____

Pupil Name_____ Sex: ☐ M ☐ F Grade: _____

(Last) (First) (M.I.)

Address_____City_____State/Zip _____

DOB_____Residential Setting: ☐ Home ☐ Foster ☐ LCI #_____ ☐ OTHER _____

_____

Parent/Guardian_____Phone ( )_____( ) _____

(Residence) (Business)

Address_____City_____State/Zip _____

(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be:_____during the regular school year

_____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are:_____during the regular school year

_____during the extended school year

3. Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.

A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate:_____

Estimated Number of Days_____x Daily Rate_____= PROJECTED BASIC EDUCATION COSTS (A) _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ _____

D. SPECIALIZED EQUIPMENT/SUPPLIES_____$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/

SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) $ _____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____Quarterly_____ Monthly_____ Other (Specify) _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON_____

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

-CONTRACTOR-	-DISTRICT-
_____	_____
(Name of Nonpublic School/Agency)	(Name of School District)
_____	_____
(Signature) (Date)	(Signature) (Date)
_____	_____
(Name and Title)	(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

Master Contract

2021-2022

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Voices College-Bound Language Academies: Mount Pleasant

Contract Year 2021-2022

_____ Nonpublic School

☒ Nonpublic Agency

Type of Contract:

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

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

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

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

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2021-2022 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: VOICES COLLEGE-BOUND LANGUAGE ACADEMIES: MOUNT PLEASANT

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Adriana San Millan School Psychology and Special Education Services, LLC.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2021, between VOICES COLLEGE-BOUND LANGUAGE ACADEMIES: MOUNT PLEASANT, hereinafter referred to as the local educational agency ("LEA"), a member of Sonoma Charter SELPA and Adriana San Millan School Psychology and Special Education Services, LLC. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB 490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current

copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification. Total student enrollment shall be limited to capacity as stated in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from September 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022.

In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. The new Master Contract shall be signed by the contractor within the ninety day period. (California Education Code section 56366(c)(1) and (2)).

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to

provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not

available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

f. "Parent" means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior

intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking

such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at 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:

PART I

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

$2,000,000 per occurrence
$ 100,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$2,000,000 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. **Business Auto Liability Insurance** for all owned scheduled, 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.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits
Part B - $1,000,000/$1,000,000/$1,000,000 Employers Liability

D. Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, with the following limits:

$1,000,000 per occurrence
$1,000,000 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, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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 may 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.

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

Contract.

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

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

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including without limitation transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

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

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and

attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

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

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

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

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be

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

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

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq*., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

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

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, Section Education Codes 60851.5 and Section 60851.6 related to the suspension of the California High School Exit Exam (CAHSEE).

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 *et seq.*

25. CALENDARS

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

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

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

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

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all

nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test ("CELDT"), as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend upon mutual agreement District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

30. POSITIVE BEHAVIOR INTERVENTIONS

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

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

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

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

otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.
(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

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

32. IEP TEAM MEETINGS

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

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

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or

NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

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

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least three (3) 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).

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 assessment of the student one week 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 assessment costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment 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, interviews, or meetings for direct service students. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this

provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three (3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

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

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

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq*., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program

and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

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

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

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

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

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

43. STATE MEAL MANDATE

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

44. MONITORING

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

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that

none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

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

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

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

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

governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

48. ABSENCES

When the provider is sent to the LEA and the student is not there or declines service, the nonpublic agency will bill 1 hours to document the service was offered to protect the school and follow the Individual Education Plan. In the case of vision services for the independent specialist and VI Specialist, when the student is absent, they will do the brailling of the material towards the IEP requirements. The independent specialist may stay there and do braille work and assist other general education students. The VI Specialist will do material prep, lesson planning and consultation with staff. There may be overlap of the services of the VI Specialist and the independence specialist to implement the IEP.

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

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

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

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

51. FACILITIES AND FACILITIES MODIFICATIONS

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

52. ADMINISTRATION OF MEDICATION

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

53. INCIDENT/ACCIDENT REPORTING

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

54. 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 11165.7, AB 1432, 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.

55. SEXUAL HARASSMENT

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

56. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar week when education or related services were provided. Invoices and related documents shall be properly submitted electronically. At a minimum, each invoice must contain the following information: specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the invoice; date invoice was mailed, indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

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

invoices no later than fifteen (15) days after the date a completely corrected re-billing invoice is received by LEA.

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

RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR for the specific service when: (a) CONTRACTOR has failed to perform; (b) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (c) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence, as specified in the LEA Procedures.

NO SHOW OR LATE ARRIVAL POLICY: Unless the student provides timely notice, if the student fails to show for or is late to his/her scheduled appointment, CONTRACTOR will note appointment and arrival time (as applicable) and that the student did not attend or was late.

For virtual sessions, LEA will pay fifty percent (50%) of the virtual sessions rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.
For in-person sessions, LEA will pay the full session rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.

If a student does not show or arrives late, CONTRACTOR will submit an invoice for those sessions and provide written proof the student did not show or arrived late, along with including documented attempts to contact the family or student. There must be contact attempts documented in the therapy notes section.

SESSION CANCELLATIONS WITH 24+ HOURS NOTICE: Session cancellations with 24+ hours notice can be made up at a later time at no cost to the LEA. Sessions should be rescheduled within the frequency specified on the IEP. For example, if the student receives a session 1 time per week, then the session should be attempted to be rescheduled within the week.

THERAPY ABSENTEEISM: If the student has a history of habitual absenteeism, the caseworker will notify the assigned Education Specialist. After three (3) consecutive no-shows or excessive absenteeism, the caseworker will notify the Education Specialist to try to schedule an IEP meeting for the IEP team to discuss possible barriers that may be preventing the student from attending therapy. Therapy sessions will continue to take place throughout this process.

60. INSPECTION AND AUDIT

CONTRACTOR shall provide access to LEA to records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications. CONTRACTOR shall make available to LEA relevant information to the billing in question submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit.

61. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the percentage of a 314-minute instructional day.

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

62. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR

Adriana San Millan School Psychology and Special Education Services, LLC.

Nonpublic School/Agency

By: Adriana San Millan 7/14/21
Signature **Date**

Adriana San Millan

Adriana San Millan, Manager

LEA

Voices College-Bound Language Academies: Mount Pleasant

Nonpublic School/Agency

By: _____
Signature **Date**

Megan Mallamace, Director of Special Education

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Adriana San Millan, Manager	**Megan Mallamace, Director of Special Education**
Adriana San Millan School Psychology and Special Education Services	**VOICES Charter Schools**
Address **1115 Teresa Lane**	**Address**
City **State** **Zip** **Morgan Hill** **CA** **95037**	**City** **State** **Zip**
Phone **Fax** **408-706-4860** **408-608-0379**	**Phone** **Fax**
Email **Adriana@sanmillansped.com**	**Email**

Additional LEA Notification
(Required if completed)

Name and Title

Address

City **State** **Zip**

Phone **Fax**

Email

EXHIBIT A: 2021-2022 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: **Adriana San Millan School Psychology and Special Education Services**

The CONTRACTOR CDS NUMBER: 1A-43-144

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

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

2) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	99.00	hourly
Language and Speech/Assistant (415)	150.00	hourly
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)	150.00	hourly
Occupational Therapy (450)	200.00	hourly
Physical Therapy (460)	200.00	hourly
Individual Counseling (510)	125.00 ind/ 150 group	hourly
Counseling and Guidance (515)	125.00 ind/150 group	hourly
Parent Counseling (520)	125.00	hourly
Social Work Services (525)	125.00	hourly
Psychological Services (530)	350.00	hourly
Behavior Intervention Services (535)	99.00	hourly
Specialized Services for Low Incidence Disabilities (610)	200.00	hourly
Specialized Deaf and Hard of Hearing (710)	200.00	hourly
Interpreter Services (715)		
Audiological Services (720)	200.00	hourly
Specialized Vision Services (725)	200.00	hourly

Orientation and Mobility (730)	200.00	hourly
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) – Specialized Academic Instruction		
Other (900)		

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on_____or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201_, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency_____Nonpublic School _____

LEA Case Manager: Name_____Phone Number _____

Pupil Name_____ Sex: ☐ M ☐ F Grade: _____

(Last) (First) (M.I.)

Address_____City_____State/Zip _____

DOB_____Residential Setting: ☐ Home ☐ Foster ☐ LCI #_____ ☐ OTHER _____

_____

Parent/Guardian_____Phone ( )_____( ) _____

(Residence) (Business)

Address_____City_____State/Zip _____

(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be:_____during the regular school year

_____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are:_____during the regular school year

_____during the extended school year

3. Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.

A. *INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only):* Daily Rate:_____

Estimated Number of Days_____x Daily Rate_____= PROJECTED BASIC EDUCATION COSTS (A) _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C)$ _____

D. SPECIALIZED EQUIPMENT/SUPPLIES_____$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/

SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) $ _____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____Quarterly_____ Monthly_____ Other (Specify) _____

MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON_____

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

-CONTRACTOR-	-DISTRICT-
(Name of Nonpublic School/Agency)	(Name of School District)
(Signature) (Date)	(Signature) (Date)
(Name and Title)	(Name of Superintendent or Authorized Designee)

North Coast School of Education

Memorandum of Understanding
Between
Sonoma County Superintendent of Schools as the Local Educational Agency
For the North Coast School of Education Programs,
Participating County Offices of Education,
and
Participating Charter SELPA Schools, Area Schools Districts, and Employing Agencies

A. General

This Memorandum of Understanding (MOU) is between the Sonoma County Superintendent of Schools, serving as the Local Education, Agency (LEA) for the North Coast Teacher Induction Program, "Be A Teacher" Intern, Intern Support & Supervision Program, Designated Subjects Program (collectively "Program") and the County Offices of Education, districts, schools, employing agencies, and independent charter schools (collectively "District") signing below. The term of this MOU commences on **July 1, 2021**, and terminates on **June 30, 2022**.

B. Purpose

The purpose of the MOU is to establish a formal working relationship between the parties. The Program will provide and coordinate services and support to guide Candidates in meeting California credential requirements through the state-accredited Teacher Induction Credential Programs: General Education Clear and Education Specialist Clear Credential Program, Designated Subjects Credential Programs: Career Technical Education (CTE), Adult Education (AE), and the university-based Intern Program and Be A Teacher Intern Program. Throughout this document, new teachers from all of the credential areas are referred to as "Candidates" and experienced teachers are referred to as "Mentors."

C. Eligibility

Eligible "Candidates" are those hired within the NCSOE regional "Consortium" defined as the following counties: Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, Nevada, Sonoma, and Trinity Counties. The following credential programs are available to "Candidates" within the Charter SELPA and Consortium;

- **Intern Program:** Candidates who have obtained an Intern Credential from an accredited partner university or Be A Teacher Intern Program.
- **Preliminary Credential Program:** Designated Subjects (CTE) and (AE) Candidates who meet the industry experience and pre-requisite CCTC requirements.
- **Clear Credential Program:** Candidates holding preliminary Multiple Subject, Single Subject, or Education Specialist Credential, Out of State and Out of Country trained teachers, and Designated Subjects (CTE) and (AE) Candidates.

D. LEA Responsibilities

1. Employ an Executive Director whose primary duty is to administer the Program and employ support staff whose primary duty is to support the administration of the Program.
2. Provide sufficient and appropriate workspace for the Executive Director, Regional Director, Program support staff, Program Coordinators, Curriculum Specialist, Registrar and Credential Advisors.
3. Provide office support services for the Consortium, including, but not limited to, mail service, phone, fax, Internet services, technology support, and meeting space for Program activities.
4. Provide business and legal services required for Program implementation for the region.

5. Develop and establish procedures for Program evaluation through the California Commission on Teacher Credentialing (CCTC) Accreditation Cycle. Submit Preconditions, Common Standards, Program Review state reports, and required fees in a timely manner.
6. Provide a process for equitable distribution of mentoring, support, formative assessment, and credential services to Candidates and Mentors in all participating Districts and COEs within the region.
7. Convene Program Regional Advisory Board meetings a minimum of two times per year, District Coordinators' meetings two times per year, and Regional Leadership Team meetings a minimum of five times per year.
8. Develop and provide personalized, professional learning for Candidates and their Mentors to be held in multiple locations within the geographical region served by the parties.
9. Assume overall fiscal responsibility for the administration of the program budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or CDE in relation to the Program.
10. Establish a Budget Agreement and reporting requirements for the invoicing of services to Districts. The amount invoiced shall be based on the *actual* number of eligible Candidates who enrolled in each calendar year. Program fees may be pro-rated by semester.
11. A qualified Mentor will be assigned to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission's identified criteria of a valid corresponding Clear or Live Credential, three (3) years of successful teaching experience, and English Learner Authorization.

The Program will:

- Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, interpersonal and communication skills.
- Display best practices in providing "just in time" (as needed) and longer term analysis of teaching practice to help Candidates develop enduring professional skills.

Assigned Mentors:

- Are committed to attend coaching/mentor trainings, meetings and to meet weekly with Candidates;
- Display willingness to work collaboratively with colleagues and regional NCSOE staff;
- Embrace a positive attitude and disposition towards students and teaching;
- Develop a sustained and thoughtful collegial relationship with Candidates;
- Demonstrate leadership skills, curriculum expertise, and knowledge of district resources;
- Serve as a role model for the teaching profession.

E. County Offices of Education/Lead Districts

Appoint a liaison to serve on the Program Regional Advisory Board. The liaison should be a designee authorized by the County Superintendent of Schools, the Dean of Education, and/or the District Superintendent to fulfill the roles and responsibilities assigned to him or her. The liaison supports the Program by providing ongoing updates, communication, feedback for future planning and information to county office personnel, university staff, and district superintendents. The liaison also receives program updates to share out with their colleagues.

1. Assign one or more credential analyst(s) to work directly with Program staff to assist in identifying Candidates who are eligible for Program services as described by state guidelines and to assist school district staff in identifying eligible Candidates.
2. Provide meeting and conference rooms at no charge to the Program.
3. Provide the County Program Coordinator with office and/or storage space, computer and fax access, telephone services, and limited mailing, photocopying and office supplies as needed.
4. Provide for those Candidates enrolled in the Teacher Induction Program, provide collaborative employer input in the Candidates' development of an ***Individual Learning Plan*** *(ILP)* within the first 60-days of hire and in program evaluation including administrative mid-year survey, end-of-year surveys, and CCTC Accreditation. Employer understand that the ILP is used to guide professional development and not for the purpose of teacher

evaluation or employment decisions.

F. District Responsibilities

1. Appoint a District Coordinator whose assignment includes dedicated time to fulfill the District Coordinator Roles and Responsibilities.
2. Identify all Candidates (Permit Holder, Intern, Induction, Designated Subjects) upon hire who are eligible for Program services as described by state guidelines.
3. Communicate to all site administrators the Program requirements, including release time to participate in required observations (2-4 days), program work and employer input in the Candidates' development of an *Individual Learning Plan (ILP)* within the first 60-days of hire. Employer understands that the ILP is used to guide professional development and not for the purpose of teacher evaluation or employment decisions.
4. Provide Candidates release time for observations and one-to-one consultations with the Mentor as described in the District Roles and Responsibilities.
5. Make every effort to assign Candidates to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites, and multiple adjunct duties.
6. Provide newly-hired teachers with a District Orientation.
7. Ensure that Interns do not displace certificated employees and are evaluated on an annual basis.
8. Ensure that all Interns receive protected time for employer–provided support in weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum and teaching. A District shall give special supervision and assistance to each intern above and beyond that given to other newly employed certificated and newly employed school personnel. A District shall seek the assistance of the college, university or Be A Teacher Intern Program in coordinating the program for the intern. *(Education Code 44465)*
9. For Interns who have not yet completed the EL preparation, the district must assign the on-site Mentor or other designated individual, within the first 10 days of serving as a teacher of record on the intern credential.
10. Participate in the Program evaluation and the CCTC Accreditation Cycle, as needed.

G. Districts Fiscal Responsibilities and Terms

Credential Services are provided on a Fee-for-Service basis. In 2021/2022, the Fee will be $3,500 per clear credential Candidate, Intern and Permit Holder registered in the Program. Refer to the current Fee-for-Service schedule for additional credentialing services provided (Designated Subjects Existing Credential Holder & Level II). Districts will be invoiced for each individual request for credential services. It is expected that invoices be paid promptly upon receipt or as agreed upon by both parties. Program fees may be pro-rated by semester.

H. Other Terms and Conditions

All products and materials developed by the Program are the exclusive property of the LEA. District and COE employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products or materials without the expressed written permission of the LEA designee.

As between the Parties hereto, it is understood and agreed that:

1. Candidates Employment Status:
   Candidates are and shall remain District employees for any and all purposes throughout the term of this Agreement. Candidates shall not be considered an employee, agent, representative, nor independent contractor of LEA for any purpose whatsoever.

2. Indemnification:
   District shall assume full responsibility for its employees. District agrees to hold and save LEA harmless from and against any claim, demand, action or cause of action that may be asserted by any District Program participant arising out of injury or death suffered by any District employee Program participants, including, but not limited to, third party actions for injury or death otherwise covered under applicable workers' compensation laws and regardless of the sole or concurring negligence of LEA.

3. Maintenance of records:
   District agrees to keep and maintain adequate and current written records in accordance with Program requirements during the term of this Agreement. The records will be in any format that may be specified by the State of California. The records will be available to LEA at all times.

4. Assignment:
   This Agreement shall not be assigned by District. Any such assignment shall be null and void.

5. Severability:
   The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, that provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

6. Waiver:
   No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. No waiver of any provision of this Agreement, or consent to any departure by either party from any provision shall be effective in any event unless it is in writing, designated a waiver and signed by the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose of which it is given.

7. Constructions and Governing Law:
   The captions used in connection with this agreement are for reference purposes only and shall not be construed as part of this Agreement. This agreement shall be governed by and construed in accordance with the laws of the State of California.

8. Entire Agreement:
   This Agreement supersedes all prior agreements, understandings, and communications between LEA and District, whether written or oral, express or implied, relating to the subject matter of this agreement and is intended as a complete and final expression of the terms of the agreement between LEA and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

9. Third Parties:
   Except as otherwise explicitly provided herein, nothing in this agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, nor shall any provision give any third parties any right of subrogation or action over or against any of the Parties hereto. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

10. Relationship of the Parties:
    No joint venture, partnership, agency or employment relationship is created by this agreement. No Party shall act as an agent or partner of any other Party or make any commitments for or create any obligations of any other Party except as provided herein without such other Party's prior written consent.

11. Compliance with the Family Educational Rights and Privacy Act ("FERPA"):

In addition to the foregoing obligations, if Dominican provides SCOE/NCSOE with any legally confidential information including but not limited to confidential personnel information or "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations ("FERPA"), HOST AGENCY hereby certifies that collection of this information from Dominican is necessary for the performance of the SCOE/NCSOE'S duties and responsibilities on behalf of Dominican under this Agreement. SCOE/NCSOE further agrees to handle information protected by FERPA in the same manner it would protect the confidentiality of patient records and/or the personally identifiable information of its employees.

The Parties will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

12. Survival:
    The provisions of this Agreement shall survive the expiration of the Term and the termination of this Agreement. Amendments and Extensions to this MOU may be made only by written agreement signed by all parties.

Authorized signatures below indicate understanding and acceptance of the terms of this Memorandum of Understanding.

Authorized Signatures:

Sonoma County Superintendent of Schools as LEA

Signature

Dr. Steven Herrington / Superintendent
Printed Name/Title

4-8-21
Date

North Coast School of Education

Signature

Jason A. Lea / Executive Director
Printed Name/Title

4/7/21
Date

Participating Agency

Name of District or County Office of Education: Voices College Bound Language Academies

Signature

Lizzette Ramirez/COO
Printed Name/Title

5/11/2021
Date

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-2022

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

VOICES COLLEGE BOUND LANGUAGE ACADEMY

LEA AT MORGAN HILL

Contract Year 2021-2022

_____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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

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

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

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2021-2022 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Voices College Bound Language Academy at Morgan Hill

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Faith in Action Community Education Services (F.A.C.E.S.)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2021, between **Voices College Bound Language Academy at Morgan Hill**, hereinafter referred to as the local educational agency ("LEA"), a member of the Sonoma County Charter SELPA and **Faith in Action Community Education Services (F.A.C.E.S.)** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential.

A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
iv. a surrogate parent,
v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to

maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

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

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

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

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to

provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

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

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

19. CONFLICTS OF INTEREST

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

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

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

instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

25. CALENDARS

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

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

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

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

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified

in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious

property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies ***require*** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. **COMPLAINT PROCEDURES**

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

36. **STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

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

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees,

and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

45. STAFF QUALIFICATIONS

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

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate,

through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

47. STAFF ABSENCE

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

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

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

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services

specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not

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

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.
If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. **PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.

c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR **LEA**

Faith in Action Community Education Services (F.A.C.E.S.) Voices College Bound Language Academy at Morgan Hill

Nonpublic School/Agency **LEA Name**

By: _____ **By:** _____
Signature **Date** **Signature** **Date**

Joshua Brown, CEO_ **Megan Mallamace, Director of Special Populations**

Name and Title of Authorized Representative **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title	**Name and Title**
Nonpublic School/Agency/Related Service Provider	**LEA**
Address	**Address**
City **State** **Zip**	**City** **State** **Zip**
Phone **Fax**	**Phone** **Fax**
Email	**Email**

EXHIBIT A: 2021-2022 RATES (SEE ATTACHED)

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

EXHIBIT B: 2021-2022 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( ) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

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

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							

Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

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

-CONTRACTOR-	-LEA/SELPA-
(Name of Nonpublic School/Agency)	(Name of LEA/SELPA)
(Signature) (Date)	(Signature) (Date)
(Name and Title)	(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-2022

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA VOICES COLLEGE BOUND LANGUAGE ACADEMY

Contract Year 2021-2022

_____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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

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

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

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EXHIBIT A: RATES
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT

2021-2022 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Voices College Bound Language Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Faith in Action Community Education Services (F.A.C.E.S.)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2021, between **Voices College Bound Language Academy**, hereinafter referred to as the local educational agency ("LEA"), a member of the Sonoma County Charter SELPA and **Faith in Action Community Education Services (F.A.C.E.S.)** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential.

A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
iv. a surrogate parent,
v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to

maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

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

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

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

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to

provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

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

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

19. CONFLICTS OF INTEREST

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

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

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

instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

25. CALENDARS

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

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

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

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

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified

in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious

property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies ***require*** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. **COMPLAINT PROCEDURES**

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

36. **STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

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

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

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

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

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

42. STATE MEAL MANDATE

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

43. MONITORING

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

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

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

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

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

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

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

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

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees,

and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

45. STAFF QUALIFICATIONS

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

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

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

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate,

through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

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

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

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

47. STAFF ABSENCE

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

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

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

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

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

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

50. FACILITIES AND FACILITIES MODIFICATIONS

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

51. ADMINISTRATION OF MEDICATION

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

CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

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

55. REPORTING OF MISSING CHILDREN

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

FINANCIAL

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

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

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services

specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

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

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

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

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

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

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not

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

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

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

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.
If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

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

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. **PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

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

NONPUBLIC AGENCY STUDENT ABSENCE

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

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

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

a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.

c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

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

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

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

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

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

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

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

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the ___1st__ day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR **LEA**

___Faith in Action Community Education Services (F.A.C.E.S.)_ ____Voices College Bound Language Academy

Nonpublic School/Agency **LEA Name**

By: _____ **By:** _____

Signature **Date** **Signature** **Date**

Joshua Brown, CEO_ **Megan Mallamace, Director of Special Populations**

Name and Title of Authorized Representative **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title	**Name and Title**
Nonpublic School/Agency/Related Service Provider	**LEA**
Address	**Address**
City State Zip	**City State Zip**
Phone Fax	**Phone Fax**
Email	**Email**

EXHIBIT A: 2021-2022 RATES (SEE ATTACHED)

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		

Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

EXHIBIT B: 2021-2022 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( ) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

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

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							

Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
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Specialized Services for Low Incidence Disabilities (610)							
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Audiological Services (720)							
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Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

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

-CONTRACTOR-	-LEA/SELPA-
(Name of Nonpublic School/Agency)	(Name of LEA/SELPA)
(Signature) (Date)	(Signature) (Date)
(Name and Title)	(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-2022

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

VOICES COLLEGE BOUND LANGUAGE ACADEMY

LEA AT MORGAN HILL

Contract Year 2021-2022

_____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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

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

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

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2021-2022 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Voices College Bound Language Academy at Stockton

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Faith in Action Community Education Services (F.A.C.E.S.)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2021, between Voices College Bound Language Academy at Stockton, hereinafter referred to as the local educational agency ("LEA"), a member of the Sonoma County Charter SELPA and Faith in Action Community Education Services (F.A.C.E.S.) (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential.

A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

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

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

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

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

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

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

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
iv. a surrogate parent,
v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

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

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

9. MAINTENANCE OF RECORDS

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

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

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

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to

maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

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

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

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

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

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

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

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

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

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

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

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

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

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

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to

provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

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

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

19. CONFLICTS OF INTEREST

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

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

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

instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

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

20. NON-DISCRIMINATION

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

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

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

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

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

23. INSTRUCTIONAL MINUTES

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

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

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

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

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

25. CALENDARS

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

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

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

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

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified

in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

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

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

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

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

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

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

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

28. STATEWIDE ACHIEVEMENT TESTING

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

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

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

29. MANDATED ATTENDANCE AT LEA MEETINGS

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

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

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

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious

property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies ***require*** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

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

32. IEP TEAM MEETINGS

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

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

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

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

33. SURROGATE PARENTS AND FOSTER YOUTH

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

34. DUE PROCESS PROCEEDINGS

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

35. **COMPLAINT PROCEDURES**

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

36. **STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

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

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

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

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

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

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

37. TRANSCRIPTS

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

38. STUDENT CHANGE OF RESIDENCE

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

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

39. WITHDRAWAL OF STUDENT FROM PROGRAM

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

40. PARENT ACCESS

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

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

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

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees,

and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate,

through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements.

CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services

specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not

receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.
If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

<u>After forty-five (45) business days</u>: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

<u>After sixty (60) business days</u>: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. **PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. **LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.

c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR **LEA**

Faith in Action Community Education Services (F.A.C.E.S.) Voices College Bound Language Academy at Stockton

Nonpublic School/Agency **LEA Name**

By: _____ **By:** _____
Signature **Date** **Signature** **Date**

Joshua Brown, CEO_ **Megan Mallamace, Director of Special Populations**

Name and Title of Authorized Representative **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title	**Name and Title**
Nonpublic School/Agency/Related Service Provider	**LEA**
Address	**Address**
City **State** **Zip**	**City** **State** **Zip**
Phone **Fax**	**Phone** **Fax**
Email	**Email**

EXHIBIT A: 2021-2022 RATES (SEE ATTACHED)

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

EXHIBIT B: 2021-2022 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( ) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: _____

   Estimated Number of Days _____ x Daily Rate _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							

Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-LEA/SELPA-
(Name of Nonpublic School/Agency)	(Name of LEA/SELPA)
(Signature) (Date)	(Signature) (Date)
(Name and Title)	(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-2022

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

VOICES COLLEGE BOUND LANGUAGE ACADEMY

LEA AT MORGAN HILL

Contract Year 2021-2022

_____ Nonpublic School

X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

_____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

_____ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:_____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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EXHIBIT A: RATES
EXHIBIT B: INDIVIDUAL SERVICES AGREEMENT

2021-2022 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Voices College Bound Language Academy at Mount Pleasant

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Faith in Action Community Education Services (F.A.C.E.S.)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2021, between **Voices College Bound Language Academy at Mount Pleasant**, hereinafter referred to as the local educational agency ("LEA"), a member of the Sonoma County Charter SELPA and **Faith in Action Community Education Services (F.A.C.E.S.)** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential.

A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

   Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
iv. a surrogate parent,
v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars;

bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to

maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

$2,000,000 per occurrence
$ 500,000 fire damage
$ 5,000 medical expenses
$1,000,000 personal & adv. Injury
$3,000,000 general aggregate
$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy**,** with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of

Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to

provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated

instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq*..

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified

in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative

Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious

property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies ***require*** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a Behavior Intervention Plan ("BIP") or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:
(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. **COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. **STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees,

and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate,

through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq*., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements.

CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services

specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not

receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.
If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

<u>After forty-five (45) business days</u>: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

<u>After sixty (60) business days</u>: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

59. **PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. **LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.

c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR **LEA**

Faith in Action Community Education Services (F.A.C.E.S.) Voices College Bound Language Academy at Mount Pleasant

Nonpublic School/Agency **LEA Name**

By: _____ **By:** _____
Signature **Date** **Signature** **Date**

Joshua Brown, CEO_ **Megan Mallamace, Director of Special Populations**

Name and Title of Authorized Representative **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title	**Name and Title**
Nonpublic School/Agency/Related Service Provider	**LEA**
Address	**Address**
City **State** **Zip**	**City** **State** **Zip**
Phone **Fax**	**Phone** **Fax**
Email	**Email**

EXHIBIT A: 2021-2022 RATES (SEE ATTACHED)

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

EXHIBIT B: 2021-2022 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone ( ) _____ ( ) _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: _____ during the regular school year
_____ during the extended school year

2. *Nonpublic School*: The number of school days in the calendar of the school year are: _____ during the regular school year
_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

   A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: _____

   Estimated Number of Days _____ x Daily Rate _____ = PROJECTED BASIC EDUCATION COSTS _____

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							

Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly ___ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-LEA/SELPA-
(Name of Nonpublic School/Agency)	(Name of LEA/SELPA)
(Signature) (Date)	(Signature) (Date)
(Name and Title)	(Name of Superintendent or Authorized Designee)

RATE CARD FOR SCHOOL RELATED SERVICES 2021-2022

VOICES CHARTER SCHOOLS

PSYCHO-EDUCATIONAL ASSESSMENTS (ENGLISH)	730 PER ASSESSMENT
ACADEMIC ASSESSMENTS (Woodcock Johnson)	730 PER ASSESSMENT
SPEECH EVALUATION (ENGLISH)	700
BEHAVIOR INTERVENTION PLAN	700
WRITING IEP'S	450
*ERHMS COUNSELING (REIMBURSABLE TO SCHOOL TROUGH AB 114 FUNDS) also includes parent counseling	110 PER HOUR
SPEECH THERAPY (SLP)	85 PER HOUR
HOURLY RATE PSYCHOLOGIST	85 PER HOUR
*BEHAVIOR INTERVENTION SERVICE (REIMBURSABLE TO SCHOOL THROUGH AB 114 FUNDS)	110 PER HOUR
PARENT COUNSELING	75 PER HOUR
GROUP COUNSELING	80 PER HOUR
YOUNG GIRLS/BOYS GROUP PROGRAM	75 PER HOUR

FAITH IN ACTION COMMUNITY EDUCATION SERVICES IS A CERTIFIED NON- PUBLIC, NONSECTARIAN AGANCY. NPA ID: 9902045

Services with an * are reimbursable funds through AB 114. Check with SELPA for reimbursement payment to schools.

401 E. Main Street
Stockton, CA 95202
209.870.0471
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Coversheet

Approve Family Handbook for WCC, FS, MP, Stockton, and MH Schools

Section: IV. Board Business: Consent Items
Item: C. Approve Family Handbook for WCC, FS, MP, Stockton, and MH Schools
Purpose: Vote
Submitted by:
Related Material: Family handbook_All Sites 2021-22.pdf

Voices

College-Bound Language Academies

Family Handbook

www.voicesacademies.org

Mission: Voices College-Bound Language Academies will prepare all students for the challenges of higher education through the context of an academically rigorous dual-language program. In addition, we will ensure students demonstrate high academic achievement and apply critical thinking skills while making sense of their role within their own culture and the greater society.

Voices College-Bound Language Academies reserves the right to amend, delete or otherwise modify these policies at any time.

Revised: July 2021

I. Welcome to Voices College-Bound Language Academies

Welcome Statement!

On behalf of the School Principal, faculty, staff, families, students, and Board of Directors, we would like to **WELCOME** you and your child to a community of learners in pursuit of an excellent education for all children. This is a school based on the belief that ALL children can achieve at high levels and we look forward to working and learning and teaching with you. We deeply value the commitment you have made to send your child to a school of choice and to be a part of the Voices Community.

Handbook Use and Purpose

This handbook is designed to help family members and students get acquainted with VOICES. It explains some of our philosophies, beliefs, structures, procedures, and policies. Although this Handbook is not intended to be an official policy manual, we hope that it will serve as a useful reference to you while your child is enrolled at VOICES. You may request copies of official policies at the office or view online at our website.

As part of their responsibility, students and parents are expected to know and abide by the school rules and procedures found in this handbook, the code of conduct, and other information provided by the school and classroom teachers. All school rules apply not only during the time classes are in session, but also while students:

- Are going to or returning home from school
- Before and after school while on school campus
- At any school-sponsored function or activity
- While riding on the bus

Vision and History of VOICES

The vision of VOICES was born out of the belief that every child has the right to an excellent education. Starting with a core group of educators committed to educational equity, we dedicated two years to planning the design and implementation of the school. Voices was first approved by the Franklin McKinley School District in March 2006. We opened our doors to 110 children in September of 2007. In 2015, Voices opened two new campuses in Morgan Hill and Mount Pleasant. Voices West Contra Costa opened in 2018 and in 2020 Voices Stockton opened. We anticipate our success will only flourish as we grow! Some of our accomplishments include:

- Innovate Public Schools' Report Top Bay Area Public Schools for Underserved Students (2016-2019)
- Hart Vision Charter School of the Year Award (2015)
- State Title I Academic Achievement Award (2014)
- California Distinguished School (2012)

Charter Schools

Charter schools are nonsectarian public schools of choice that operate with freedom from many of the regulations that apply to traditional public schools. The "charter" establishing each such school is a performance contract detailing the school's mission, program, goals, students served, methods of assessment, and ways to measure success. The length of time for which charters are granted in California is typically 5 years. At the end of the term, the entity granting the charter may renew the school's contract. Charter schools are accountable to their authorizer to produce positive academic results and adhere to the charter contract. The basic concept of charter schools is that they exercise increased autonomy in return for this accountability. They are accountable for both academic results and fiscal practices to several groups: the authorizer that grants them, the parents who choose them and the public that funds them.

II. School Information and Procedures

School Hours

Voices College-Bound Language Academies are in session from 8:00 a.m. – 4:00 p.m. everyday unless otherwise noted. Minimum day schedules are from 8:00-12:30. Students are expected to leave campus immediately upon dismissal unless specifically permitted to stay by a staff member for a school program, school activity or for disciplinary reasons.

School Office/Locations

The school office is open from 7:45 A.M. to 4:30 P.M. on regular school days and until 1:00 P.M. on minimum days.

Voices Morgan Hill 610 Jarvis Dr Morgan Hill, CA 95037 (408) 791-1700	Voices Mount. Pleasant 14271 Story Rd., San Jose, CA 95127 (408) 571-6404	Voices Franklin McKinley 715 Hellyer Ave San Jose, CA 95111 (408) 361-1960	Voices West Contra Costa 201 28th St, Richmond, CA 94804 (510) 480-0540	Voices Stockton 321 E Weber Ave Stockton, CA 95202 (209) 941-1130

Class Placement

At the beginning of each school year, students are assigned classes. These assignments remain tentative until enrollment stabilizes; a process that often takes many weeks. The school **will not** consider specific requests for placements due to class size constraints and the need to balance classes.

Arrival

It is encouraged that students arrive no earlier than 7:45 AM if they are not participating in our breakfast program. Students can not arrive at school any earlier because there will be **no supervision unless they are eating breakfast at 7:30 AM**. During fair weather there is an outdoor lineup for all grades in front of their classroom. During bad weather such as moderate to heavy rain or extremely cold days (below 50 degrees), the doors will be open at 7:45 and early arrivals to school must go directly to their class or the office. Please make sure that your child enters the school safely and that he or she is supervised as he/she is crossing streets, etc. Remind your child to remain in supervised areas. Do not allow children to cross the street alone or between cars. **Please follow the instructions of the drop-off and pick-up map from your student's school site, for instructions on where you can park or drop-off your child.**

Dismissal

The regular instructional day ends at 4:00 P.M. Students must be picked up promptly at 4:00. At dismissal time, TK & Kindergarten students must be picked up by an adult authorized by the parent to pick up the child. If the TK or Kindergarten child is walking home without the direct supervision of an adult, the school must have written parental authorization to release the child to go home in this way. All other students are released independently unless prior arrangements have been made. Please pick-up your child on time or arrange for an alternate person to pick them up in case of weather, traffic, personal or work-related events, or other emergency. Any students in grades TK through 2nd not picked up by 4:15 PM:

- Will wait in the office where a parent/guardian must physically come inside to retrieve.
- If a child accumulates 2 late pick ups the parent will receive a warning letter from the school. The letter will remind parents/guardians of their responsibility for picking up their child in a timely manner.
- If a child accumulates 3 late pick ups, the parent/ guardian will be required to attend an administrative team meeting and complete a contract aimed at supporting the improvement of the pick up performance.

- If after the initial administrative meeting, the parent/guardian does not pick up their child by 5:00, the School will call the Police Department or Child Protective Services/Department of Social Services to come pick up the child.

First Days of School

Often the first day of school can be stressful for both students and parents. We want to encourage the independence of each child, but at the same time want to value the needs of your child. We encourage you to do everything possible to help your child feel comfortable and safe in his or her new school environment. At the same time, we need you to recognize that the best thing for your child is for you to leave the school and allow the classroom teacher and other students to participate in the inclusion process. On the first day of school, you will be expected to leave your child in the care of the teacher and the school. While some students may cry, teachers are accustomed to dealing with students in this situation and will settle, comfort, and distract your child. **Only with the Principal's approval, and under extenuating circumstances, will parents be allowed to stay at school during the first days or weeks of school.**

Emergency Release from School

In case of an emergency, your child will only be released into the custody of those people who you have previously identified on the emergency card. Proof of identification will be required. **Those NOT identified on the emergency card can only pick up a child if the parent or guardian calls the school notifying the school of this person's identity; proof of identification will be required.** The school reserves the right to call the parents of the child to confirm anyone who comes to pick up their child.

Leaving School During the Day

It is encouraged that you make appointments and schedule family business outside of school hours, **but if you must, please schedule appointments late in the afternoon**. If you pick up your child for an appointment during the school day, please notify the office. Please do not pick up your child early for any other reason as they lose instructional time and it disrupts the class. **Unexcused early pick-ups of 30 minutes or more will be considered in determining whether the child is truant. The School will not pull out students from class early to wait in the office for an early pick up.**

Meal Program

We provide a daily breakfast and lunch. You are required to fill out a school lunch application at the beginning of each school year. You will be notified if your child is qualified for free, reduced or full price lunch. You may make payments in the Voices' office with cash or check, or online (www.mymealtime.com) with a credit card. You will be asked to send your child with a bag lunch if you are in arrears in the amount of $10.00 or more. The Unpaid Meal Charges Policy will be included with the meal application or a copy can be obtained at the school office.

At your option, your child may choose to bring his/her own lunch. We ask that if you choose this option that you send your child to school each day with a nutritious lunch. Students will not be allowed to trade or share food.
Per School Policy- No parents or siblings will be allowed in the cafeteria. Please drop off your child's meal at the office.

Visiting the School

Parents are encouraged to visit the school. In order to ensure safety, we ask that when you visit the school, you respect the instructional time of teachers and students. **Please do not disturb lessons or students and teachers who are working. If you have a matter to attend to with a teacher, please schedule a mutually agreeable time to discuss the matter.** It is important that the Visitor policy is followed for the safety of all students. The Charter School Principal or his or her designee shall post at every entrance a notice setting forth, visitor registration location and requirements.

Voices endeavors to create a safe environment for students and staff. Accordingly, visits during regular school days must be conducted in the manner set forth below:

1. Visits during school hours should first be arranged with the Principal or designee, preferably at least three (3) days in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least three (3) days in advance. Visitors seeking to visit a classroom during school hours must first obtain the written approval of the Principal or designee.

2. All visitors shall register with the front office immediately upon entering any school building or grounds during regular school hours. When registering, the visitor is required to provide his/her name, address, occupation, purpose for entering school grounds, and proof of identity if requested. For purposes of school safety and security, the Principal or designee may provide a visible means of identification for visitors while on school premises.

3. The Principal or designee may refuse to register a visitor if he or she has a reasonable basis for concluding that the visitor's presence or conduct would:

   a. Disrupt Voices' operations, its students, its teachers, or its other employees;

   b. Result in damage to Voices property (or the property of Voices staff and/or students); or

   c. Result in the distribution or use of unlawful or controlled substances.

4. The Principal or designee may withdraw consent to be on campus whenever there is reasonable basis, in the judgment of the Principal or designee, for concluding that the visitor's presence on school grounds would: disrupt or is disrupting Voices' operations, its students, its teachers, or its employees; endanger Voices property (or the property of Voices staff and/or students); or result in the distribution or use of unlawful or controlled substances.

5. The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds.

6. The Principal or designee may seek the assistance of the police (when appropriate) in dealing with or reporting any visitor in violation of this policy.

7. Visitors may not use electronic listening or recording devices in a classroom without prior written approval by the Principal or designee.

Books/School Materials

VOICES students are responsible for the proper use and care of all school equipment and property, including books and other instructional materials. Students who destroy school property in any manner will be responsible for replacing the property. Any willful destruction of school property compromises the safety and security of the school community and violates the essence of the Guiding Principles. Parents must replace damaged or lost books or other school property, including technology.

Backpacks

VOICES students in grades Transitional Kinder (TK) - Fifth (5th) grade are not permitted to bring backpacks to school. However, a Voices bookbag could be purchased at the main office, if desired. Voices students in grades Sixth (6th) - Eight (8th) grade are permitted to bring a solid black backpack to carry their textbooks or a Voices bookbag may be purchased at the main office. Voices' bookbags vary in price. Searches of student backpacks may occur per the discretion of the school.

Lost and Found

Found items belong to someone else and should not be taken by the person who found the item. Any items found at the school site should be taken to the lost and found bin. The lost and found will be cleaned out regularly. Items not claimed will be donated or discarded. All items brought to school by students including jackets, lunch bags, etc., should be clearly labeled with the child's name. The school is not responsible or liable for any lost or stolen items.

Non-School Property

Personal property not related to the school's programs should not be brought to school. If you insist that your child bring a cell phone to school, it must be checked in the office upon arrival and picked up after dismissal each day. The school is not responsible or liable for any lost or stolen cell phones. Toys, balls, iPODS, or electronic games, cell phones, etc. will be confiscated and returned to the child's parent at the end of the school day or another appropriate time if they are brought to school. Items may be held until the end of the school year if a student repeatedly brings an unauthorized item to school.

Field Trips

All field trips are regarded as enrichment activities and therefore a privilege - not a right. Students that have not earned the right to attend a field tip are required to attend school and shall engage in appropriate academic/ educational activities.

Any trip requires a separate permission slip. Permission received by telephone is not permitted. If a student does not have written permission, he/she will remain in a supervised area/classroom at VOICES and participate in an alternative educational activity until the class returns from the trip. Students are expected to travel to and from the field trip with the staff responsible for the trip. Students will not be permitted to leave the field trip group during the trip.

Safety of all children is a primary concern at Voices. For field tips, children must be able to behave safely and follow the teacher's instructions. Children must demonstrate a consistent ability to follow adult direction before they can participate in outdoor activities. If there is a concern about a child's safe behavior during a field trip, the teacher may require the student to have a parent chaperone or ask that the student not participate in the activity. Siblings are not permitted on the bus transporting students.

Classroom Computers/Internet Access

Computers, printers, and the internet may be available to students. Internet access allows for expanded and global educational opportunities for students. However, access to the Internet via Voices equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. Students have a duty to use Voices equipment and resource networks only in a manner specified in Voices' Internet Policy. In addition, students may not:

1. Post on newsgroups or other message posting systems any communication containing profanity, racially disparaging remarks, or lewd and/or obscene language.

2. Use speech that is not appropriate for an educational setting. Examples of speech that is not appropriate for an educational setting includes, but is not limited to, inflammatory language, profanity, personal attacks, harassment, threats to do personal harm or other criminal activity, and language that is intended to be racially derogatory.
3. Make threats against others.
4. Reveal personal information about others.
5. Use email to send chain letters or "spam" email to a list of people or to an individual.
6. Place illegal information on the Internet, nor will students use the Internet in any way that violates federal, state, or local law.
7. Engage in communications that are not polite and respectful of others.
8. Give out to any other Internet user or post on the Internet Voices or her name, address, or telephone number unless expressly authorized by Voices in writing.
9. Use the Internet to perform any illegal act or to help others perform illegal acts.
10. Use the Internet to access obscene materials or images or access any Internet site which requires the student to state that he or she is eighteen years of age or older as a condition of accessing the site.
11. Use the Internet to buy or sell, or attempt to buy or sell, any service or product unless authorized by Voices in writing.
12. Make any statement or post any communication on the Internet about another person that he or she knows or suspects to be untrue

Computer equipment, Internet access networks, and email accounts are owned by Voices and provided to students for educational purposes. Voices reserves the right to access stored computer records to assure compliance with Voices' Internet Policy. Communication over Voices owned networks is not private and acknowledges that email and records of Internet activities will be accessed under, but not limited to, the following circumstances:

1. Routine system maintenance.
2. General inspection or monitoring, with or without notice to students, if there is suspicion of widespread inappropriate use.
3. Specific review of individual files or monitoring of individual activity, with or without notice to student, if there is suspicion that Student is engaging in inappropriate use.

A violation of Voices' Internet Policy can result in a loss of all Internet access and email privileges. If a student violates Voices' Internet Policy, or in any other way uses Voices equipment in a manner that is not consistent with educational use, the student will be promptly notified that he or she has violated the Policy. The student will be given the opportunity to explain why Voices should deem the activity in question a use consistent with the educational purposes stated in Voices' Internet Policy. If Voices deems that the use is inconsistent with the educational purposes stated in Voices' Internet Policy, Voices may terminate the student's Internet and email privileges. However, because one of the educational purposes in providing Internet access is to teach students to use the internet appropriately, Voices reserves the right to fashion penalties to specific concerns or specific violations, and the student may receive penalties less than full termination of Internet or email privileges. Such penalties may include, but are not limited to, restricted access to Internet or supervised access to Internet and email. Voices will contact the proper legal authorities if Voices concludes or suspects that the student's Internet activity is a violation of any law or otherwise constitutes an illegal activity.

A signed Internet Use Agreement must be on file before a child may explore the internet.

Family Involvement

Parents have the opportunity and are encouraged to volunteer in a variety of ways. Any regular volunteer, as determined by the principal, that works with children must have a TB test and fingerprint check. The following are some examples of possible parent involvement opportunities:

- Classroom, office, cafeteria, yard supervision, tutoring
- Committees
- VPAC (FS)
- Board Member
- Parent Workshops: Parent workshops are provided at Voices depending on the family's needs. Some topics may include reading, writing, immigration, parenting, nutrition, housing, and domestic violence, academic standards, and the road to college.

Gathering and Handling Student and Family Information Policy

Collecting and Retaining Student Information

The Chief Executive Officer shall maintain in writing the Voices College-Bound Language Academies policies and procedures for gathering and handling sensitive student information, and appropriate personnel shall receive training regarding those policies and procedures.

If Voices College-Bound Language Academies possesses information that could indicate immigration status, citizenship status, or national origin information, Voices College-Bound Language Academies shall not use the acquired information to discriminate against any students or families or bar children from enrolling in or attending school.

If parents or guardians choose not to provide information that could indicate their or their children's immigration status, citizenship status, or national origin information, Voices College-Bound Language Academies shall not use such actions as a basis to discriminate against any students or families or bar children from enrolling or attending school.

Voices College-Bound Language Academies shall not allow school resources or data to be used to create a registry based on race, gender, sexual orientation, religion, ethnicity, or national origin.

Inquire Regarding Immigration Status, Citizenship Status, and National Origin Information

Voices College-Bound Language Academies personnel shall not inquire specifically about a student's citizenship or immigration status or the citizenship or immigration status of a student's parents or guardians; nor shall personnel seek or require, to the exclusion of other permissible documentation or information, documentation or information that may indicate a student's immigration status, such as a green card, voter registration, a passport, or citizenship papers.

Where any law contemplates submission of national origin related information to satisfy the requirements of a special program, Voices College-Bound Language Academies personnel shall solicit that documentation or information separately from the school enrollment process.

Where permitted by law, the Chief Academic Officer of the Voices College-Bound Language Academies shall enumerate alternative means to establish residency, age, or other eligibility criteria for enrollment or programs, and those alternative means shall include among them documentation or information that are available to persons regardless of immigration status, citizenship status, or national origin, and that do not reveal information related to citizenship or immigration status.

Where residency, age, and other eligibility criteria for purposes of enrollment or any program may be established by alternative documents or information permitted by law or this policy, Voices College-Bound Language Academies procedures and forms shall describe to the applicant, and accommodate, all alternatives specified in law and all alternatives authorized under this policy.

Inquiries About Social Security Numbers or Cards

Voices College-Bound Language Academies shall not solicit or collect entire Social Security numbers or cards.

Voices College-Bound Language Academies shall solicit and collect the last four digits of an adult household member's Social Security number only if required to establish eligibility for federal benefit programs.

When collecting the last four digits of an adult household member's Social Security number to establish eligibility for a federal benefit program, Voices College-Bound Language Academies shall explain the limited purpose for which this information is collected, and clarify that a failure to provide this information will not bar the student from enrolling in or attending the school.

Voices College-Bound Language Academies shall treat all students equitably in the receipt of all school services, including, but, not limited to, the gathering of student and family information for the free and reduced lunch program, transportation and educational instruction.

Educational Records and Student Information

Education Record

An education record is any information recorded in any way, including, but not limited to, handwriting, print, computer, media, video or audio tape, film, microfilm, and microfiche containing information directly relating to a student that is maintained by the School or a party acting for the School. Such information includes but is not limited to:

1. Date and place of birth; parent and/or guardian's address, mother's maiden name, and where the parties may be contacted for emergency purposes.
2. Grades, test scores, courses taken, academic specializations and school activities;
3. Special education records;
4. Disciplinary records;
5. Medical and health records;
6. Attendance records and records of past schools attended;
7. Personal information such as, but not limited to, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record, or any other type of information that aids in identification of a student.

An education record does not include any of the following:

1. Records of instructional, supervisory, and administrative personnel and educational personnel ancillary thereto which are in the sole possession of the maker thereof and which are not accessible or revealed to any other person except a substitute;
2. In the case of a person who is employed by Voices but who is not in attendance at such agency or institution, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee; and are not available for use for any other purpose;
3. Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or

used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at Voices; or

4. Records created or received by Voices after an individual is no longer a student at Voices.
5. Grades on peer-graded papers before they are collected and recorded by a teacher.

Personally Identifiable Information

Personally identifiable information ("PII") is information about a student that is contained in his or her education records that cannot be disclosed without compliance with the requirements of FERPA. PII includes, but is not limited to: a students name; the name of a student's parent or other family member; the address of a student or student's family; a personal identifier, such as the students Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who Voices reasonably believes knows the identity of the student to whom the education record relates.

Directory Information

Voices may disclose the PII that it has designated as directory information, consistent with the terms of the School's annual notice provided pursuant to the Family Educational Rights and Privacy Act of 2001 (20 U.S.C. § 1232g) ("FERPA").

"Directory information," which is defined as set forth below, may be released to requestors in limited circumstances by Charter School, without additional notice to you, unless you timely "opt out" of such disclosures, in writing.

State and federal law allow directory information to be disclosed to any requestors, except those who intend to use the information for commercial purposes. However, this school's policy is to not release directory information to any requestor, for any purpose, without specific prior parent/guardian consent in each situation, EXCEPT we will release such information to requestors that engage in political advocacy, lobbying, or information dissemination related to California charter schools.

Voices has designated the following information as directory information:

- A student's and parents'/guardians' names
- A student's and parents'/guardians' address
- Telephone listing
- Student's and parents'/guardians' electronic mail address
- Photograph
- Date of birth
- Major field of study
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Dates of attendance
- Degrees, honors, and awards received
- Goals attained
- The most recent previous educational agency or institution attended by the student
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security

number, in whole or in part, cannot be used for this purpose.)

Parent

Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

Eligible Student

Eligible student means a student who has reached eighteen (18) years of age.

School Official

A school official is a person employed by Voices as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of Voices. A school official also may include a volunteer or an independent contractor outside of the School who performs an institutional service or function for which Voices would otherwise use its own employees and who is under the direct control of Voices with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks.

Legitimate Educational Interest

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Disclosure of Directory Information

At the beginning of each year, Voices shall provide parents and eligible students with a notice containing the following information: 1) The type of personally identifiable information it designates as directory information; 2) The parent's or eligible student's right to request that Voices not release "directory information" without first obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student may notify Voices in writing of the categories of "directory information" that it may not disclose without the parent or eligible student's prior written consent. The notice shall be in the form of a letter or shall be printed in the Voices newsletter or handbook.

Annual Notification to Parents and Eligible Students

At the beginning of each school year, in addition to the notice required for directory information, the School shall provide parents and eligible students with a notice of their rights under FERPA. The notice shall inform the parents and eligible students that they have the right to:

- Inspect and review the student's education records;
- Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
- Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA and the Code of Federal Regulations authorize disclosure without prior written consent; and
- File with the Department of Education a complaint concerning alleged failures by the School to comply with the requirements of FERPA and its promulgated regulations.
- Request that the School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

- The procedure for exercising the right to inspect and review educational records;

- ➢ The procedure for requesting amendment of records;
- ➢ A statement that the School forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll.
- ➢ The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest as defined by federal regulations

Parental and Eligible Student Rights Relating to Education Records

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the Principal. Within five (5) business days, the School shall comply with the request.

Copies of Education Records

The School will provide copies of requested documents within five (5) business days of a request for copies. The School may charge reasonable fees for copies it provides to parents or eligible students. The charge will not include a fee to search for or to retrieve the education records.

Request for Amendment to Education Records

If upon inspection and review, a parent or eligible student discovers any information or notation that is inaccurate, misleading, in violation of the student's right of privacy, is an unsubstantiated personal conclusion of inference, is a conclusion or inference outside the observer's area of competence, or is not based on the personal observation of a named person with the time and place of the observation noted, he or she may request, in writing, that the Executive Director correct or remove the record. The School will respond within thirty (30) days of the receipt of the request to amend. The School's response will be in writing and if the request for amendment is denied, the School will set forth the reason for the denial and inform the parent or eligible student of his or her right to a hearing challenging the content of the education record.

If the Executive Director sustains any or all of the allegations, he or she must order the correction or the removal and destruction of the information. The Executive Director or designee must then inform the parent or eligible student of the amendment in writing. However, the Executive Director shall not order a pupil's grade to be changed, unless the teacher who determined the grade is, to the extent practicable, given an opportunity to state orally, in writing, or both, the reasons for which the grade was given and is, to the extent practicable, included in all discussions relating to the changing of the grade

Hearing to Challenge Education Record

If Voices denies a parent or eligible student's request to amend an education record, the parent or eligible student may request in writing that he/she be given the opportunity for a hearing to challenge the content of the student's education records on the grounds that the information contained in the education records is inaccurate, misleading or in violation of the privacy rights of the student.

The Executive Director may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the pupil's records to the members of the panel convened. The hearing panel shall consist of the following persons:

1) The Principal of a public school other than the public school at which the record is on file;
2) A certificated employee; and
3) A parent appointed by the Executive Director.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing, notice of the date, time and place of the hearing will be sent by the School to the parent or eligible

student no later than twenty (20) days before the hearing.

The hearing will be conducted by the Executive Director or designee, who shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at his/her own expense, be assisted or represented by one or more individuals of his/her choice, including an attorney. The Executive Director or designee's decision will be based solely on the evidence presented at the hearing and is final. Within thirty (30) days of the conclusion of the hearing, the School's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, the School decides that the information is inaccurate, misleading or otherwise in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, Voices decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he/she disagrees with the decision of the School, or both. If the School places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

Disclosure of Education Records and Directory Information

Voices must have a signed and dated written permission from the parent before releasing any non-directory information from a student's education record with the exceptions listed below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

The School will only disclose personally identifiable information on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use it for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below and Voices must maintain the appropriate records, as described below. Except for disclosures pursuant to a judicial order or lawfully issued subpoena, of directory information or to parents or eligible students, the School will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made.

The School may disclose education records, without prior written consent of the parent or eligible student, to the following parties (this list may be supplemented or changed should it be necessary to ensure compliance with applicable law):

a. School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
b. Other schools to which a student seeks or intends to enroll or where the student is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer. Voices will make a reasonable attempt to notify the parent or eligible student of the request for records at his/her last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Voices will give the parent or eligible student, upon request, a copy of the

record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3), above;

c. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
d. Appropriate parties in connection with a student's application for, or receipt of, financial aid to a student if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
e. Organizations conducting certain studies for the School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
f. Accrediting organizations in order to carry out their accrediting functions;
g. Parents of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
h. Individuals or entities in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. 99.31(a)(9)(i), reasonable efforts must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
i. Persons who need to know in cases of a health or safety emergency;
j. State and local authorities, within a juvenile justice system, pursuant to specific State law;
k. A victim of an alleged perpetrator of a crime of violence or non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by Voices with respect to that alleged crime or offense. The School may disclose the final results of the disciplinary proceeding regardless of whether Voices concluded a violation was committed.

Record Keeping Requirements

Voices will maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of personally identifiable information to institutions that make disclosures of the information on behalf of the School in accordance with 34 C.F.R. 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of Voices and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents and eligible students, Voices officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or lawfully issued subpoena.

The records relating to disclosures of personally identifiable student information may be inspected by parents and eligible students, Voices officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of the School.

Student cumulative records may not be removed from the premises of Voices, unless the individual removing the record has a legitimate educational interest, and is authorized by the Principal, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the School premises without a legitimate educational interest and authorization may be subject to discipline. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.)

Complaints

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue. S.W.
Washington, D.C. 20202-5920

III. Family, School, and Student Policies

The goals of the Family, School, and Student Policies at Voices are to ensure the safety of the school environment and to optimize each child's learning. Therefore, Voices has developed policies that have very clear consequences for children and families. They lay out the expectations of children who attend Voices and the consequences for what occurs when these policies are violated. In general, behavior is considered appropriate when students are diligent in study, neat and clean, careful with school property, respectful towards their teachers, and courteous to other students, staff and volunteers.

Dress Code Policy

Voices College-Bound Language Academy (School) recognizes the need for students of the School to dress appropriately for school. The School believes that students should focus their energy and attention upon their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students in uniform are easily recognized by all school staff.

Students will be required to wear a school uniform. The code shall allow students to wear sun protective clothing, including hats. Inappropriate apparel and accessories includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment. Students who repeatedly violate the School Dress Code may be subject to discipline.

The Voices dress code is simple:

SHOES : All grades	Rubber bottom, flat soled shoes with covered toes
BOTTOM: All grades	Khaki or tan (cotton twill) Pants, Shorts, skirt, or jumper **with Belt (grades 2nd+)**
TK, Kindergarten and 1st grade	VOICES Shirt: **Gold** Polo-style shirt with VOICES logo
2nd and 3rd Grade	VOICES Shirt: **Purple** Polo-Style Shirt with VOICES logo
4th and 5th Grade	VOICES Shirt: **Maroon** Polo-Style Shirt with VOICES logo

6th and 7th Grade	VOICES Shirt: **Grey** Polo-Style Shirt with VOICES logo
8th Grade	VOICES Shirt: Gold, Purple, Maroon or Grey Polo-Style Shirt with VOICES logo

Students may also wear school earned university shirts or Student of the Month shirts as part of their uniform.

- All other clothing items (jackets, sweaters, etc) are not to have any words or decorations other than school logo
- The uniform must be worn throughout the school day.
- Students are to enter and leave the school in uniform.
- Changing clothes at school, unless for a school sponsored activity, is not allowed.
- No hats (except for sun protection), sweats, or jeans.
- A student's hairstyle, clothing, jewelry and makeup should not distract from the educational environment.
- Label all children clothing, bookbags and lunch boxes with your child's name and class using a permanent marker. This will help the school to return any lost items.

Uniforms must be kept neat and clean at all times and must fit appropriately. Specific requirements are listed below:

- Pants must be appropriate size
- Belt must be worn if pants have belt loops (2^{nd}-8^{th} grade)
- Skirts and shorts must not be shorter than four inches above the knee.
- Pants must be worn at the waist.
- Shirts must fit appropriately--neither too small nor too big.
- In the event of cold weather, students may wear a jacket, sweatshirt, cardigan, or sweater over their collared shirt.
- **Shirts must be tucked in.**

Out of Uniform Notices

Parents will receive an "Out of Uniform" notice if a child does not adhere to the uniform policy. The notice should be returned to the school with the parent's signature the next school day. On the second "Out of Uniform" notice in one school year, a School representative will initiate a telephone conference with the parent. The goal of the conference will be to problem-solve the family's issue of complying with the uniform policy.

Students who repeatedly violate the School Dress Code may be subject to discipline.

Homework Policy

Research suggests that study skills are important indicators of success in school and enable us to continue learning beyond our classroom experience. At Voices, we believe that homework is an essential opportunity for students to practice skills they have been taught during school. The more confident and comfortable students are with their skills, the more they can contribute and progress with their learning. At Voices, homework assignments are meaningful and developmentally appropriate. Parents are responsible for monitoring and assisting with homework assignments for their child. Students will be assigned homework by the child's teacher at least four days per week and will be differentiated to meet individual student's needs. These expectations are designed to set our students up for success.

Each child should attempt to complete homework independently, but may need assistance. If your child needs assistance, **please do not do his or her homework for him/her**. As a parent, guide your child in doing the best that he or she can, allowing them to do their own work. Please teach your child to be responsible for asking for help at school if an assignment is not clear, so that lack of understanding does not keep him/her from attempting to do their homework once at home. Contact your child's teacher with questions about homework.

Help your child establish a suitable time and quiet, well-lit place for home study to help them "get into the habit" of studying each day. Also help your child organize school materials by creating a set place at home for Homework and Tuesday Folders. Replacement envelopes can be purchased for $2.00. Optional, Voices bookbags can be purchased for $10.00 in the school office.

In order to maintain academic progress over long breaks, students are expected to read, write, and do mathematics daily during vacations. Children will receive explicit homework expectations and consequences for not completing homework satisfactorily.

Transitional Kindergarten through Fifth Grade

Homework in the early years is set according to the age and ability of the student. Teachers assign homework to reinforce the important skills and habits that students are learning at school. We believe that homework serves two primary purposes in the early grades. Homework can:

- Build responsibility in children
- Provide opportunities for extra, repeated practice of skills

Please speak with your child's teacher if your child is experiencing any difficulties with the homework assignments.

Middle School Homework

There is a great deal of subject matter and skills to cover in middle school. Therefore, teachers will assign homework daily, unless otherwise noted. Homework is extremely important and there are clearly defined consequences for students who do not accomplish the assigned tasks each night. We expect students to share with their parents what they are learning.

Consequences

When homework is not completed, consequences will be enforced as outlined below in Consequences for Violations of Policies. Incomplete homework is excused only with appropriate documentation from a parent or a caregiver, indicating that illness or other circumstances prevented the student from completing his/her homework. **If a child is struggling to complete homework because of the difficulty of the work, please contact your child's teacher to schedule a conference.**

Attendance Policy (see Attachment A)

At Voices, we view every day as an essential learning opportunity. Research suggests that students who attend school regularly achieve at significantly higher levels and are more likely to be eligible to attend college than are students who are absent excessively. The importance of regular attendance cannot be overemphasized. Therefore, **we expect excellent attendance from all of our students.** Missing school regularly or parts of the day, not only is detrimental to a child's learning, but also can create poor learning habits. In addition, a child's poor attendance is detrimental to the school. For everyday a child does not attend, Voices loses vital state funds that help to run the educational program at school. The state considers a child absent when he/she is not in school regardless of the reason surrounding the absence.

<u>Avoid these common (but unacceptable) excuses:</u>

"We decided to extend our vacation- a few days of school won't matter."

"I need him/her to stay at home and baby-sit a younger brother/sister."

"It is too hot/cold/rainy to send him/her to school."
"He/she had an appointment so I decided to keep him/her home all day."
"She/he might be getting sick."

However, we also believe that if a child is sick and cannot operate at school or has a communicable illness, that it is probably best for the child to stay at home to rest and recover. Students are required to make up any and all work missed during their absence. Students/parents are responsible for contacting teachers for making up work missed during any absence, regardless of the reason. In order to participate in any extra-curricular, after school, or evening activity, students must be present at school the entire day, and may not leave school before the regular dismissal time without prior approval of an administrator.

Excused Absences

Excused absences are absences where a student is too ill to report to school or has a medical, legal, dental appointment, observance of a religious holiday, or a death in the immediate family. All absences require appropriate documentation, i.e. note from home, a note from a doctor or medical facility, court documents, etc. If appropriate documentation is not provided, the absence will be considered unexcused (see below). The school office should be informed promptly if your child has a communicable disease so that we can notify other parents, if necessary. A parent or guardian must notify the school the **same day** of absence by telephone, letter, fax, email, or in person. Please do your best to inform us of an absence by 8:00 a.m. If the school is not notified and the student does not report to school the next day with a note, the absence will be considered unexcused (see below).

Chronic Absenteeism

When a student has had 10% of the number of school days to date or 14 or more absences in the school year for illness verified by methods listed above, any further absences for illness must be verified by a physician or the student and parent must be brought in to discuss with a Voices administrator whether he/she may attend School. A physician can only verify absences for days the child is seen and the days the doctor expects the child to remain out of school. All notes must be turned into the office within 3 days of the child's return to school. If these procedures are not followed, after three days the absences will be unexcused.

Unexcused Absences

Law requires regular school attendance. It also requires us to verify all absences. If a student is absent for an extended period of time (over three days) or does not show up for the first day of school or does not return after a vacation break, and the family has not contacted the school and we cannot locate the family, the student will be dropped from school. Consequences for any unexcused absences/tardies are detailed below:

Tardy Policy

School begins at 8:00 a.m. each day. All students are expected to arrive at school on time. Like absences, tardiness disrupts learning and negatively impacts student achievement. A student is considered tardy if he or she is late to class (8:01 a.m.). **A student must report to the office if he or she is late for school to receive a pass.**
Tardiness is only excused if a student is sick, has a medical, dental, or legal appointment or there has been a death in the family or other emergency. All excused tardies require appropriate documentation.

Truancy

Students shall be classified as truant if absent from school without a valid excuse three full days in one school year, or tardy or absent for more than any 30-minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. Such students shall be reported to the Principal or designee

Independent Study (IS)

Independent Study ("IS") is an option for any student who will be absent for a period of time. IS requires written approval from the Principal.

Independent Study is conducted solely for the educational benefit of the students attending Voices College-Bound Language Academy ("Voices") and provides the opportunity for daily engagement in school work even during times of extended absence. No student is required to participate in IS. When possible, parents are to request IS no fewer than 5 school days prior to the absence. In an extenuating circumstance (i.e. a serious illness, injury or family emergency), and with Principal approval, a certificated staff member/teacher may work with the parent to implement IS in an expedited manner.

The following written policies have been adopted by the Voices Board of Directors for implementation at Voices in accordance with Education Code Section 51747:

(a) For students in all grade levels offered by Voices, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be two (2) school days.

(b) When any student fails to complete two (2) or more assignments during any period of five (5) school days, the Principal or his or her designee shall conduct an evaluation to determine whether it is in the best interests of the student to remain in IS. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the student transfers to another California public school, the record shall be forwarded to that school.

(c) Voices shall maintain on file a written independent study master agreement for each student participating in IS. Before the IS may begin, the master agreement shall be signed and dated by the student, the student's parent, the certificated employee who has been designated as having responsibility for the general supervision of IS, and all persons who have direct responsibility for providing assistance to the student. The master agreement shall include

- The manner, time, frequency and place for submitting a student's assignments and for reporting his or her progress.
- The objectives and methods of study for the student's work, and the methods utilized to evaluate that work.
- The specific resources, including materials that will be made available to the student.
- A statement of the policies adopted herein regarding the maximum length of time allotted between the assignment and the completion of a student's assigned work, and the number of missed assignments prior to an evaluation of whether or not the student should be allowed to continue in independent study.
- The duration of the independent study agreement, including the beginning and ending dates for the student's participation in IS under the agreement.
- A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.

- A statement that independent study is an optional educational alternative in which no student may be required to participate.

(d) Voices recognizes that families may not evenly distribute student's work assignments over weekdays. However, due to strict State law requirements for charter school attendance, the Charter School expects each student to be engaged in an educational activity required of them in the assignment on each weekday that Voices is in session, and requires this "daily engagement" shall be documented on a daily basis in the student log by the parent/guardian. This should not be read to prohibit schoolwork on weekends and should not be read to dictate the manner in which a family distributes the assignments over the independent study period.

A parent/guardian shall refrain from documenting any "daily engagement" on a day where a student did not engage in any educational activity required of them by the assignment. Work done on weekends or other days when school is not in session cannot be used to "make-up" weekdays where no "daily engagement" occurred.

(e) Voices shall claim apportionment credit only to the extent of the time value of student work products, as personally judged in each instance by a certificated teacher.

(f) Voices shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the Charter School's Act and the State Board of Education regulations adopted there under.

Student Progress

The Governing Board expects students to progress academically and reach benchmark goals through each grade level within one school year. To accomplish this, instruction will accommodate individual students and include strategies for addressing academic deficiencies when needed. Students shall demonstrate mastery of the State adopted grade level standards and Voices Benchmarks. As early as possible in the school year, the principal shall identify students who should be retained and who are at risk of being retained. Using multiple measures of assessment, students shall be identified on the basis of Voices performance levels in reading/language arts and mathematics.

When a student is recommended for retention or is identified as being at risk for retention, The Principal shall (1) provide opportunities for supplemental instruction to assist the student in overcoming his/her academic deficiencies and (2) provide a process and timeline for parent notification. Supplemental opportunities may include, but are not limited to intervention classes, after-school programs, summer school, and intersession programs. When high academic achievement is evident, the Principal may recommend a student for acceleration into a higher-grade level. The Principal, the teacher and the parent will take a student's social and emotional growth into consideration in making the determination to accelerate a student. Students who do not progress adequately may be retained at the discretion of the teacher and principal based on a student's grades, standardized test scores, attendance, homework completion record, and other measures with input from the classroom teachers, parents, and administration.

Students who apply for admission to Voices will initially be placed at the grade level they have reached elsewhere pending observation and evaluation of their academic, social and emotional performance by their teachers and principal.

Harassment, Intimidation, Discrimination and Bullying

To provide students with access to an environment that is safe, secure and conducive to learning. This policy provides guidelines for staff and students to follow for the purpose of providing all students with an environment that is focused on learning.

Policy

Voices College-Bound Language Academies ("Voices" or "Charter School") believes all students have the right to a safe and civil learning environment. Discrimination, harassment, intimidation, and bullying are all disruptive behaviors which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Voices prohibits any acts of discrimination, harassment, intimidation, and bullying related to school activity or school attendance. This is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used herein, "discrimination, sexual harassment, harassment, intimidation, and bullying" describe the intentional conduct, including verbal, physical, written communication, or cyberbullying, including cyber sexual bullying, that is based on the actual or perceived characteristics of disability, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, or local law, ordinance, or regulation. In addition, bullying encompasses any conduct described in the definitions set forth here. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, Voices will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated and/or bullied, and will take action to investigate, respond, and address, and report on such behaviors in a timely manner. Voices staff who witness acts of misconduct prohibited by this Policy shall take immediate steps to intervene, so long as it is safe to do so.

Moreover, Voices will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with which Voices does business, or any other individual, student, or volunteer. This Policy applies to all employee, student, or volunteer actions and relationships, regardless of position or gender. Voices will promptly and thoroughly investigate any complaint of such misconduct prohibited by this Policy and take appropriate corrective action, if warranted.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

Director of Human Capital
6840 Via Del Oro #160,
San Jose, CA 95119
408-791-1609
HR@voicescharterschoool.com

Definitions

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis
- Retaliation for reporting or threatening to report harassment

- Deferential or preferential treatment based on any of the protected classes above

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et. seq*; 34 C.F.R. § 106.1 *et. seq*) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by Voices.

Voices is committed to provide a workplace and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against him/her or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body

- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
  - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex

- Sexual or discriminatory displays or publications anywhere in the workplace or educational environment, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view at work or the educational environment
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and

- Displaying signs or other materials purporting to segregate an individual by sex in an area of the workplace or educational environment (other than restrooms or similar rooms)

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students that constitutes sexual harassment, hate violence or creates an intimidating or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
- Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- Causing a reasonable pupil to experience a substantial interference with his or her academic performance.
- Causing a reasonable pupil to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

* "Reasonable pupil" is defined as a pupil, including, but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
    - Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying" above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

An act of "Cyber sexual bullying" including, but not limited to :

- The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Grievance Procedures

Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any employee or student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Director of Human Capital
6840 Via Del Oro #160
San Jose, CA 95119
408-791-1609
HR@voicescharterschoool.com

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on anonymous information.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal or physical abuse. Any student who feels she/he is a target of such behavior should immediately contact a teacher, counselor, principal, staff person, or a family member so that she/he can get assistance in resolving the issue.

Voices acknowledges and respects every individual's rights to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

Voices prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this Policy. Such participation shall not in any way affect the status, grades or work assignments of the reporter.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Investigation

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of the Charter School, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, he or she will inform the complainant and any other relevant parties and provide an approximate date when she the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the Coordinator or administrative designee reveal confidential student information related to other students, including the type and extent of discipline issued against such students.

All records related to any investigation of discrimination, harassment, intimidation or bullying will remain in a secure location in the Main Office of the Charter School.

Consequences

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action, up to and including suspension and/or expulsion or termination.

Uniform Complaint Procedures

When harassment or bullying is based upon one of the protected characteristics set forth in this Policy, a complainant may also fill out a Uniform Complaint Procedures ("UCP") complaint form at any time during the process, consistent with the procedures laid out in this Handbook. In those instances when the complaint filed also requires investigation under the Uniform Complaint Procedures, such investigation will be undertaken concurrently.

Appeal

Should the Complainant find the Coordinator's resolution unsatisfactory, he/she may within five (5) school days of the date of resolution, file an appeal with the Designated Appeals Committee. In such cases, at least three (3) certificated Voices employees who are unfamiliar with the case and who have been previously designated and trained for this purpose shall be assembled to conduct a confidential review of the Complainant's appeal and render a final disposition.

Consequences for Violation of Policies:

Office Referrals

If a student violates any policy not covered under the school's suspension or expulsion policy, or Uniform Complaint Procedure (i.e. uniform, absence, tardiness, homework, etc) they may be referred to the office at the discretion of the teacher or adult working with the child. Depending upon the specific circumstances surrounding the student's behavior, a student may remain in the office for a "time out" period, and an appropriate consequence will be devised. Depending on the violation, a student's parent or guardian might be called to immediately pick up the child and the student will remain in the office until he/she is picked up. Detentions may be directed to be served during lunch, after school, or on Saturdays. Students are expected to serve detention or perform community service as assigned. Failure to do so may result in further disciplinary action up to and including suspension from school. When possible, students and parents will be given at least one day's notice of detention or community service.

Any one or combination of the following consequences may be administered at the administrator's discretion based on the frequency and severity of student behaviors *(This is not an exhaustive list)*

- Time out
- Loss of privilege (recess, enrichment, field trip, etc)
- Recess restrictions- Teachers and administrators may restrict a student's recess time when she/he believes that this action is the most effective way to bring about improved behavior or habits, subject to the following conditions:
  1. The student shall be given adequate time to use the restroom and get a drink or eat their snack.
  2. The student shall remain under an employee's supervision during the period.
- Parent-Administrator conference
- Behavior contract
- Buddy room
- Community Service- contribute to or assist members of the school community
- Restorative justice: Righting wrongs or paying back
- Cocooning- limited autonomy and gradual earning back of privileges
- Classroom/School Formal Observation Time- The student's parent or guardian may be required to come to school and to sit with the student in his or her classroom(s) and through school activities. The observation must be for at least one hour and perhaps more, depending on the violation. If the parent is not cooperative and does not attend the formal observation, the student may be suspended and then considered for expulsion. Occasionally students display satisfactory behavior only when in the company of parents. In such instances, an administrator or teacher may videotape a child to later share with a parent and hold the student accountable for behavior.
- Home visit
- SST referral
- Parenting classes/support
- County nurse referral
- Other social services/mental health/counseling referrals
- Suspension/Expulsion

Good Character and Office Referral Tickets

Every Staff member at Voices can pass out Good Character tickets, and Office Referral tickets. The Good Character ticket is given when a student is "caught being good" or for exemplifying one of the four school values. This ticket can then be entered in a raffle for a small prize. If your child brings one of these tickets home, praise them for remembering to be a good citizen. Office Referral tickets are given to students that violate one of the school values. Office Referrals are only one part of our comprehensive behavior protocol.

Good Character Ticket

Today your child showed actions that exemplified the following school values:

Scholarship: ◻ Diligence ◻ Self-Control

Sí Se Puede Attitude: ◻ Perseverance ◻ Risk-taking

In Lak'ech: ◻ Empathy ◻ Caring **Activism:** ◻ Grit ◻ Advocacy

Name of the student:_____

Staff member:_____

Explanation:

_____

_____

_____

Voices **Office Referral**

Student:_____

Teacher:_____ Date: _____

☐ Scholarship Violation ☐ Sí Se Puede Violation

☐ In Lak'ech Violation ☐ Activism Violation

☐ Injury ☐ Sickness

☐ Other

Brief description of Injury, Sickness, and for Behavior (explain reason and attach think it through sheet):

_____

_____

_____

Parent Signature:_____ Date: _____

Office Use Only

☐ Defiant Behavior ☐ Disruptive Behavior

☐ Unresponsive Behavior ☐ Violent/Aggressive Behavior

☐ Other

IV. Suspension and Expulsion

See Attachment B

V. Statewide Testing Notification

Statewide Testing Notification

California students take several mandated statewide tests. These tests provide parents/guardians, teachers, and educators with information about how well students are learning and becoming college and career ready. The test results may be used for local, state, and federal accountability purposes.

The California Assessment of Student Performance and Progress (CAASPP) tests consist of the following:

Smarter Balanced Assessment Consortium Assessments

The Smarter Balanced computer adaptive assessments are aligned with the Common Core State Standards (CCSS). English language arts/literacy (ELA) and mathematics tests are administered in grades three through eight and grade eleven to measure whether students are on track to college and career readiness. In grade eleven, results from the ELA and mathematics assessments can be used as an indicator of college readiness.

California Science Tests (CAST)

The computer-based CAST measures students' achievement of the California Next Generation Science Standards (CA NGSS) through the application of their knowledge and skills of the Science and Engineering Practices, Disciplinary Core Ideas, and Crosscutting Concepts. The CAST is administered to all students in grades five and eight and once in high school (i.e., grade ten, eleven, or twelve).

California Alternate Assessments (CAAs)

Only eligible students—students whose individualized education program (IEP) identifies the use of alternate assessments—may participate in the administration of the CAAs. Test examiners administer the computer-based CAAs for ELA, mathematics, and science one-on-one to students. Students in grades three through eight and grade eleven will take the CAA for ELA and mathematics. Test items developed for ELA and mathematics are aligned with the CCSS and are based on the Core Content Connectors.

Students in grades five and eight and once in high school (i.e., grade ten, eleven, or twelve) will take the CAA for Science. The CAA for Science embedded performance tasks are based on alternate achievement standards derived from the CA NGSS. Students taking the CAA for Science will take three embedded performance tasks in spring 2019.

Pursuant to California Education Code Section 60615, parents/guardians may annually submit to the school a written request to excuse their child from any or all of the CAASPP assessments.

English Language Proficiency Assessments for California

The ELPAC is aligned with the 2012 California English Language Development Standards. It consists of two separate English Language Proficiency (ELP) assessments: one for the initial identification of students as English learners and the other for the annual summative assessment to identify students' English language proficiency level and to measure their progress in learning English.

Physical Fitness Test

The physical fitness test for students in California schools is the FitnessGram®. The main goal of the test is to help students in starting lifelong habits of regular physical activity. Students in grades five, seven, and nine take the fitness test.

VI. Student Health and Safety

Visiting Campus

In accordance with California law, all visitors (including parents and volunteers) must check in with the office and obtain a visitor's badge before entering the campus. Parents must come to the office and sign their student out before taking him/her off campus for any reason. Items that need to be delivered to students by a parent during school hours must be done through the office. Parents may not go directly to the classroom or to the playground without checking in to the office. Parents may not bring visitors (such as friends/relatives) to school or have them visit the campus without prior, special permission granted by the school administration.

Food and Nutrition

Children are growing and developing bones, teeth, muscles. They require nutritious food in order to grow and flourish. Eating habits are established early in childhood. It is important that these are GOOD HABITS! Parents and older siblings are significant models for young children as they learn and imitate the individuals in their immediate environment. In order for your child to learn as best as he or she can each day, your child requires a nutritious, well-balanced diet. Please make every effort to feed your child a nutritious breakfast each day before school if they do not eat breakfast with us. Our school does not provide morning snacks and our school day is longer than others. Your child will get hungry.

If you do not purchase school meals, please send your child to school each day with:

- A healthy, adequate lunch
- A healthy, non-perishable drink.

Suggested Snacks	A bag of baby carrots or other raw vegetable sticks Cheese and crackers A piece of fruit (orange, apple) Dried fruit and nuts Yogurt
Suggested Lunch Items	Leftovers from dinner that do not require to be microwaved. Sandwich Piece of fruit Bag of pretzels

	Granola Bar Soup in a thermos
Suggested Drink	Water bottle ***Real*** Fruit Juice

DO NOT SEND:
Junk food, fast food or items that are high in fat or sugar. Items such as these may be confiscated by school staff if found (a replacement beverage or snack will be provided to the student). Examples include:

- Carbonated Soda or punch
- Candy
- Gum
- McDonald's (or other fast food)
- Twinkies
- Cheetos/Hot Cheetos

SEND YOUR CHILD WITH ONLY A HEALTHY LUNCH AND A SNACK.

Class parties

We kindly request that parents support our health policy by only providing nutritious snacks for celebrations. All events must be approved in advance by the principal and/or the classroom teacher.

Hygiene

As a part of coming to school "Ready to Learn," your child needs to come to school clean. Good hygiene for children includes brushing their teeth at least twice a day, bathing on a regular basis, and brushing or grooming their hair each day. With older students, body odor can become an issue. Children will be active each day. Please do not hesitate to send antiperspirant or deodorant to school with your middle schooler, if necessary. Children can become the target of teasing and avoidance by other students if they come to school unclean. Please help your child develop good hygiene habits.

Sleep

It is very important for your child to get the appropriate amount of sleep. As active, growing individuals, children require anywhere from 8 to 12 hours of sleep nightly. A routine is often helpful in making sure your child gets enough sleep. Please set a regular bedtime for your child and enforce it. Help your child get the best amount of sleep each night.

Illness

If your child becomes ill, please call and inform the office. For your own child's protection and the protection of others please do not send your sick child to school. If your child complains of feeling sick at school, depending on the severity, you may be contacted to pick him or her up from school.
When students come to school they should feel well enough to participate in their classroom program. If your child has any of the following symptoms he/she should not be at school. For health and safety purposes, students who exhibit any of the following symptoms should not remain in school, but please come to school to pick up work for the day:

- **Fever** (99.6 or higher) Your child must be free of fever for 24 hours before returning to school. (Normal body temperature is 98.6)
- **Productive cough with yellow or green nasal discharge** (not associated with allergies). Please remember that green or yellow nasal discharge is not normal and indicates infection and your child should not be in school.
- **Red, swollen, crusty, draining or oozing eyes**

- **Severe sore throat**
- **Diarrhea, nausea or vomiting**
- **Head lice**
- **Contraction of a childhood disease such as chicken pox, measles or mumps**
- **Untreated infectious illness such as upper-respiratory infection, pink eye, strep throat, or bronchitis**
- **Any undiagnosed rashes**
- **Any open sores or open wounds**
- **Earache**

All 1st grade students must submit:

A record of a full developmental physical prior to entry to first grade. No matter where the physical is done, there are specific forms that must be completed and returned. This is different than the shot record that was required for Transitional Kinder/Kindergarten entry. This is a full developmental physical performed by a physician or nurse practitioner within eighteen months of your student's entry into first grade. This is done to ensure that all California children receive early diagnosis and treatment of disabling conditions.

Head Lice

To prevent the spread of head lice infestations, Charter School personnel shall report all suspected cases of head lice to the clerk, or designee, as soon as possible. The clerk, or designee, shall examine the student and any siblings of affected students or members of the same household. If nits or lice are found, the student(s) shall be excluded from attendance and parents/guardians informed about recommended treatment procedures and sources of further information.

In the event of one or more students are found to be infested with lice, an exposure notice with information about head lice shall be sent home to all parents/guardians of the students that have been exposed to head lice.

School personnel shall maintain the privacy of students identified as having head lice and excluded from attendance.

Excluded students may return to school with a note from the parent/guardian verifying treatment. Before re-admittance to the classroom, the student will be examined by school personnel, a designee, or other authorized health care representative to confirm no nits and lice are present.

Vision, Hearing and Scoliosis Screening

Each pupil shall be given a vision/hearing test by a qualified individual in transitional kindergarten/kindergarten or upon first enrollment or entry in a California public elementary school, and in the second, fifth, or eighth grade.

Every female student in grade 7 and every male student in grade 8 shall be screened for the condition known as scoliosis. The screening shall be in accordance with standards established by the State Department of Education.

Medications at School

Voices College-Bound Language Academies (“Charter School”) staff is responsible for overseeing the administration of medication to students attending the Charter School during regular school hours, including before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one overnight stay from home. Medication shall be administered only during school hours if determined by a physician or a physician assistant practicing in compliance with Chapter 7/7 (commencing with Section 3500) of Division 2 of the Business and Professions Code to be necessary. Medication, including both prescription and non-prescription (over-the-counter medications and products) may be administered at school ONLY when in compliance with this policy. Medication may be assisted by designated school personnel or may

carry and self-administer prescription auto-injectable epinephrine or inhaled asthma medication if Charter School receives the appropriate written statements.

Before authorized School personnel may administer medications or otherwise assist a student in administering his or her medication, including over the counter medications, the School must receive a copy of the following: The Parent and Physician Medication Authorization Form executed by the student's authorized health care provider specifying the name of the medication the student is to take, the dosage, and the period of time during which the medication is to be taken and a statement that the medication must be taken during regular school hours, as well as detailing the method, amount and time schedule by which the medication is to be taken.

The Parent and Physician Medication Authorization Form executed by the student's parent or guardian indicating the desire that the Charter School assist the pupil, in accordance with the authorized health care provider's written statement. Please see the main office for a copy of the Parent and Physician Medication Authorization Form. The Parent and Physician Medication Authorization Form shall also provide express permission for the School to communicate directly with the authorized health care provider, as may be necessary, regarding the authorized health care provider's written statement. In order for a pupil to carry and self-administer prescription auto-injectable epinephrine or inhaled asthma medication, the Charter School shall obtain both a written statement from the physician or surgeon detailing the name of the medication, method, amount, and time schedules by which the medication is to be taken, and confirming that the pupil is able to self-administer auto-injectable epinephrine or inhaled asthma medication, and a written statement from the parent, foster parent, or guardian or the pupil consenting to the self-administration, providing a release for the designated school personnel to consult with the health care provider of the pupil regarding any questions that may arise with regard to the medication, and releasing the Charter School and school personnel from civil liability if the self-administering pupil suffers an adverse reaction as a result of self-administering medication. Please see the main office for a copy of the Parent and Physician Medication Authorization Form to be completed by the student's authorized health care provider, which details all this information. The Parent and Physician Medication Authorization Form shall also provide express permission for the School to communicate directly with the authorized health care provider, as may be necessary, regarding the authorized health care provider's written statement.

New statements by the parent/guardian and the authorized health care provider shall be required annually and whenever there is a change in the student's authorized health care provider, or a change in the medication, dosage, method by which the medication is required to be taken or date(s), or time(s) the medication is required to be taken. New statements shall also be required for each medication. If there is not a current written statement by the student's parent or guardian and authorized health care provider, the School may not administer or assist in the administration of medication. The School will provide each parent with a reminder at the beginning of each school year that they are required to provide the proper written statements. A new statement for each medication must be provided to the School each school year.

Medication Delivery: Parent(s)/guardian(s) of students requiring administration of medication or assistance with administration of medication shall personally deliver the medication for administration to the Principal or his/her designee.

Termination of Consent: Parent(s)/guardian(s) of students who have previously provided consent for the School to administer medication or assist a student with the administration of medication may terminate consent by providing the School with a signed written withdrawal of consent on a form obtained from the office of the Principal.

Storage of Medication: Medication for administration to students shall be maintained in the front office in a locked

cabinet. It shall be clearly marked for easy identification. If the medication requires refrigeration, the medication shall be stored in a refrigerator in a locked office, which may only be accessed by authorized personnel. If stored medication is unused, discontinued or outdated, the medication shall be returned to the student's parent/guardian if practicable. Otherwise, the Charter School shall dispose of the medication by the end of the school year in accordance with applicable law.

Confidentiality: Charter School personnel with knowledge of the medical needs of students shall maintain the students' confidentiality. Any discussions with parents/guardians and/or authorized health care providers shall take place in an area that ensures student confidentiality. All medication records or other documentation relating to a student's medication needs shall be maintained in a location where access is restricted to the Principal or other designated School employees.

Medication Record: The Charter School shall maintain a medication record for each student that is allowed to carry and self-administer medication and for each student to whom medication is administered or other assistance is provided in the administration of medication.

The medication record shall contain the following: 1) The authorized health care provider's written statement; 2) The written statement of the parent/guardian; 3) A medication log (see below); 4) Any other written documentation related to the administration of the medication to the student or otherwise assisting the student in the administration of the medication.

- The medication log shall contain the following information: 1) Student's name; 2) Name of the medication the student is required to take; 3) Dose of medication; 4) Method by which the student is required to take the medication; 5) Time the medication is to be taken during the regular school day; 6) Date(s) on which the student is required to take the medication; 7) Authorized health care provider's name and contact information; and 8) A space for daily recording of medication administration to the student or otherwise assisting the student, such as date, time, amount, and signature of the individual administering the medication or otherwise assisting in administration of the medication.

Treatment and School Related Injuries

It is the policy of the school to treat minor injuries (scrapes, cuts, bruises, etc.) in the following manner:

1. An injury will be inspected by a teacher or other staff member and kept under his/her observation.
2. If needed, the child may be sent or brought to the office. The injury will be treated with basic first aid. Parents will be notified of minor injuries at the discretion of the school administrator.
3. Any action taken by staff is recorded on the daily health log.

When confronted with a more serious illness or injury:

1. If required, transport the student to the nearest hospital or will call 911.
2. The school staff will contact parents (an attempt to contact parents will be made for all head injuries);
3. No child is sent home until a parent is contacted and an agreement is reached as to appropriate actions.
4. Any action taken by staff is recorded on the daily health log.

The School and its officers and employees shall not be held liable for the reasonable treatment of a child without the consent of a parent or guardian when the child is ill or injured during regular school hours or at a school-related activity, requires reasonable medical treatment, and the parent or guardian cannot be reached, unless the parent or guardian has previously filed with the School a written objection to any medical treatment other than first aid.

Returning to School after an Illness or Prolonged Absence

A student returning to school following a serious or prolonged illness, injury, surgery, or other hospitalization, must have written permission by a healthcare provider to attend school, including any recommendations regarding physical activity and exertion. A student returning to school with sutures, casts, crutches, or a wheelchair must have a physician's written permission to attend school and must comply with any safety procedures required by the school administration. An excuse from physical activity may be granted if a student is unable to participate in regular or modified curriculum for a temporary period of time due to illness or injury. A parent's written request for an excuse will be accepted for up to one day; thereafter, a written request is needed from the student's health provider.

Immunizations

Applicability

This policy applies to all applicants to the School and School administrators in charge of admissions.

Immunizations

The School will adhere to all law related to legally required immunizations for entering students pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075.

California law requires that an immunization record be presented to the school staff before a child can be enrolled in school. The School requires written verification from a doctor or immunization clinic of the following immunizations:

Students entering kindergarten who are not exempt will need the following immunizations:

Immunization	Dosage
Diphtheria, Pertussis, and Tetanus (DPT)	Five (5) doses
Polio	Four (4) doses
Measles, Mumps, and Rubella (MMR)	Two (2) doses
Hepatitis B	Three (3) doses
Varicella (chickenpox)	One (1) dose
TB Risk Assessment	

a) The School's verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. Immunization records shall be part of the mandatory permanent pupil record and shall be kept in accordance with the School's record-keeping policy. The School will file a written report on the immunization status of all new entrants to the School with the Department of Health Services as required by law.

Exemptions from Requirements: All students **must** be fully immunized in accordance with the California Health and Safety Code, the California Code of Regulations.

Response to Intervention (RtI)

Parents want to see their child excel, and it can be very frustrating if a child falls behind in reading, math, writing, and other subjects, or if the child has difficulty getting along with others or making appropriate choices.
Response to Intervention (RtI) is a process that provides intervention and educational support to all students at increasing the level of intensity based on their individual needs. The goal is to prevent problems and intervene

early so that students can be successful. The RtI has three tiers that build upon one another. Each tier provides more intensive levels of support:

- **Tier I includes high quality instruction.** The school provides all students with access to high quality curriculum, instruction, and behavior support in the general education classroom.
- **Tier II includes additional targeted, supplemental instruction/interventions.** The school provides intervention to small groups of students who need more support than they are receiving through Tier I.
- **Tier III includes intensive interventions.** The school develops and implements interventions to meet the individual needs of students.

Crisis Intervention Procedures

As a part of the services addressing the emotional wellbeing of our students, there are several circumstances that may require a Crisis Intervention. Voices has a Crisis Team that will respond to the needs of a student in crisis, such as self-injury and Suicide (including both written and verbal statements indicating the intent to self-harm). A student in crisis will be assessed by a member of the Crisis team and the Parent/Guardian will be notified. The parent/Guardian will be expected to sign a Parent Notification form when they pick up the student and will be expected to follow protocols before reentry into school. Failure to seek follow-up care for a minor child who may be a danger to his or herself may result in a mandated Child Protective Service report.

Identification of Individuals for Special Education

Voices College Bound Academy ("Voices") recognizes the need to identify, evaluate, and serve students with disabilities in order to provide them with a free appropriate public education in the least restrictive environment. Accordingly, this policy has been adopted consistent with the requirements of Education Code Section 56195.8.

As a Local Education Agency ("LEA") member of the Sonoma County Special Education Local Plan Area ("SELPA"), Voices shall assure that a free appropriate public education ("FAPE") is provided for all children with disabilities attending Voices in accordance with Education Code § 56000 et seq., the IDEA, and the SELPA policies and procedures and Local Plan. A full continuum of special education programs and related services shall be provided by Voices as required by an eligible student's Individualized Education Plan ("IEP"). All services required under these policies and procedures shall be provided by Voices and/or through the use of third-party appropriately credentialed and licensed contractors;

Voices shall provide all special education instruction and related services as required by law and each student's individualized education program. Voice's obligations shall include but not be limited to the following:

- Child find within Voices programs;
- Offering a full continuum of services for all students enrolled in Voices;
- Evaluations: Initial, triennial, re-evaluations as needed if conditions warrant, upon parent or teacher request;
- IEP development, review and implementation;
- Provision of special education instruction and related services as delineated on students' IEPs;
- Special education transportation as indicated on IEPs;
- Due process/compliance proceedings, and related attorney fees
- Nonpublic school/agency placements;
- Submission of all required reporting, filings, etc. to fully comply with applicable the SELPA, state, and federal requirements;
- Ensuring special education services are provided to all students enrolled at Voices regardless of their district or county of residence and regardless of the entity that granted the charter;

- Voices will utilize appropriately credentialed and/or licensed special education providers in accordance with his/her assignment. Voices shall provide necessary staff as required to meet federal and state mandates. Regular in-services shall be provided to Voices staff on all aspects of special education compliance with special emphasis on child find, IEP implementation, and record keeping.

Interim Special Education Placement

When a student with an active IEP transfers to the Charter School, the student is provided an interim special education placement providing all the services outlined in the student's IEP. A new IEP shall be written on the corresponding SELPA forms within 30 days.

Child Find

Voices shall annually notify each parent about Child Find policies, and provide processes to follow if the parent believes their student is entitled to receive special education and related services; are interested in having their child assessed to determine their eligibility to receive special education and related services; or are entitled to receive accommodations under Section 504 of the Rehabilitation Act.

Referral for Special Education Assessment

The referral process shall generally include an initial referral to the Student Success Team ("SST"), a general education team, made up of teachers of the school, parents, the principal or designee and a school psychologist, if available, that helps develop modifications for a student having difficulty. If sufficient strategies are implemented following the initial SST process, and improvement is not noted, the student is offered a full evaluation for special education and related services to assess all areas of suspected need.

A formal request from a parent to assess a child for special education supersedes both the SST levels, and an Assessment Plan or Prior Written Notice denying the request shall be generated within fifteen (15) calendar days following the receipt of a written request delivered to the Principal of the student's school site.

Initial Evaluation

When students require an initial evaluation to determine if they meet eligibility requirements to receive special education, the Principal or his or her designee shall:

- generate a referral for special education;
- monitor all legal timelines;
- develop an assessment plan (offering testing in all areas of suspected area of disability, including the use of a "Response to Intervention" strategy to identify specific learning disabilities;
- coordinate qualified personnel to provide the required testing;
- distribute written assessment reports to the parent prior to the IEP meeting;
- generate IEP meeting notices; and
- distribute copies of the IEP to appropriate personnel.

The SELPA will be provided duplicate copies of all IEPs for purposes of conducting state required Coordinated Compliance Reviews. Voices agrees to adhere to all the SELPA policies and procedures with regards to collecting and submitting CASEMIS data.

Triennial Evaluation

At least once every three years, a student is reassessed to determine their continued eligibility to receive special education and related services.

Section 504

Following any initial or triennial assessment, if a student has a documented learning or related disability, but does not meet any applicable eligibility requirements for special education services under the IDEA or the Education Code, a 504 Team may be convened to consider whether the child qualifies for accommodations and/or services under Section 504 of the Rehabilitation Act. A database is maintained and updated regularly to insure all initial, annual, and triennial reviews are held within mandated timelines.

Voices shall assume full and sole responsibility for compliance with Section 504 of the Rehabilitation Act, pursuant to the Voices Section 504 Policies and Procedures.

IEP Team Meeting

Voices shall convene IEP team meetings with the legally required composition within all legally applicable timelines, in accordance with state and federal law and regulations and SELPA policy.

The IEP team comprises the parent (and/or their requested representative[s]), at least one general education teacher, at least one special education teacher of the pupil, the Principal or designee, and, whenever appropriate, the student. At the discretion of the parent, guardian, or the Charter School, a representative from the SELPA, or other individuals who have special knowledge or expertise regarding the student may be invited to participate on the IEP team.

The Principal or designee shall facilitate IEP meetings, and insure parents understand their Procedural Safeguards and Due Process rights. Based upon areas of need, goals and objectives and frequency/duration of services are designed to maximize educational benefit for the student. Annual goals and short-term objectives are developed based upon California Grade Level Standards and Frameworks. Progress is periodically monitored, and written documentation of progress toward meeting annual goals is provided to parents as frequently as their general education counterparts (at each semester).

Voices shall also review, at the request of a student's general or special education teacher, the assignment of an individual with exceptional needs to his/her class and a mandatory meeting of the IEP team shall be convened if the review indicates a change to the student's placement, instruction, related services, or any combination thereof may be required. The Director of Special Populations or designee shall be responsible for completing the review within fifteen (15) school days of the teacher's request.

Transition Planning

Beginning not later than the first IEP to be in effect when the student is 16 years old, and updated annually thereafter, the IEP team shall incorporate appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills. The IEP may include transition services (including courses of study) needed to assist the child in reaching those goals. Additionally Voices shall provide a statement that the student has been informed of the student's rights under the IDEA, if any, that will transfer to the student on reaching the age of majority.

Curriculum, Service Provisions, and Student Accountability

Special education services are designed to supplement general education and will not supplant other sources of federal, state, and local funds apportioned to Voices. Identified students are provided accommodations, modifications, or supplementary services and devices to allow them access to the same core curriculum as their general education counterparts, and outlined on their IEPs.

The amount of time a student receives special education is documented on the student's IEP. All designated instructional support services (speech and language, occupational or physical therapy, etc.) are provided as documented on the student's IEP. Other supplementary services or materials, assistive devices, or extended year

services required to address the goals and objectives of a student's IEP are provided at no cost to the identified special education student or the student's family, and documented as part of the student's IEP.

All services are provided on site unless otherwise required or specified by the IEP. No facilities utilized for purposes of special education present any physical barrier that would limit an eligible student's full participation in the educational or extracurricular program.

All identified students are expected to participate in State Standardized assessments as described by each student's IEP unless otherwise opted out by the student's parents.

Transportation

Voices shall provide transportation as required by each student's IEP.

Voices shall ensure appropriate, no cost transportation services are provided for students with disabilities as specified in their IEP when required. The specific needs of the student shall be the primary consideration when an IEP team is determining the student's transportation needs. Considerations may include, but are not limited to, the student's health needs, travel distances, physical accessibility and safety of streets and sidewalks, accessibility of public transportation systems, midday or other transportation needs, extended-year services, and, as necessary, implementation of a behavioral intervention plan. Mobile seating devices, when used, shall be compatible with the securement systems required by Federal Motor Vehicle Safety Standard No. 222 (49 C.F.R. 571.222). Voices shall ensure school bus drivers are trained in the proper installation of mobile seating devices in the securement systems.

The Executive Director or designee shall arrange transportation schedules so that students with disabilities do not spend an excessive amount of time on buses compared to other students. Arrivals and departures shall not reduce the length of the school day for these students except as may be prescribed on an individual basis.

When contracting with a nonpublic, nonsectarian school or agency to provide special education services, the Executive Director or designee shall ensure that the contract includes general administrative and financial agreements related to the provision of transportation services if specified in the student's IEP.

Guide dogs, signal dogs and service dogs trained to provide assistance to disabled persons may be transported in a school bus when accompanied by disabled students, disabled teachers or persons training the dogs.

Nonpublic, Nonsectarian Services

Voices may contract with state-certified nonpublic, nonsectarian schools or agencies to provide special education services or facilities when an appropriate public education program at Voices is not available. When entering into agreements with nonpublic, nonsectarian schools or agencies, Voices shall consider the needs of the individual student and the recommendations of the IEP team. The IEP team shall remain accountable for monitoring the progress of students placed in nonpublic, nonsectarian programs towards the goals identified in each student's IEP.

Disenrollment, Suspension, Expulsion

No identified student will be suspended for more than ten (10) school days per calendar year or have their placement unilaterally changed without holding a manifestation determination, except in the case of special circumstances that would qualify for removal of the student to an interim alternative setting for not more than 45 school days. Further, no identified student will be expelled from Voices without a manifestation determination to determine if the conduct in question was caused by, or had a direct and substantial relationship to the student's disability; or if the conduct in question was the direct result of the failure of Voices to implement the IEP. Parents are notified of all procedural safeguards. In cases where a manifestation determination has been made and it is determined that neither of the above listed criteria apply, the relevant disciplinary procedures applicable to

students without disabilities are applied to the student in the same manner and for the same duration which the procedures would be applied to students without disabilities, except that the Voices shall continue to provide educational services, conduct a functional behavioral assessment, and/or provide behavioral intervention services and modifications.

If the behavior is determined to be a manifestation of the student's disability, the IEP Team shall conduct a functional behavioral assessment and implement or revise a behavioral intervention plan and return the child to the placement from which the student was removed unless lawfully placed in an interim alternative educational setting as allowed by law.

The above protections shall be applied to students not yet eligible for special education and related services if Voices had a basis of knowledge that the child was a child with a disability before the behavior that precipitated the disciplinary action occurred.

Maintenance of Special Education Records

Voices shall maintain all identified students' special education files, use appropriate forms/software, file/verify the accuracy of all reports, and submit all reports in a timely manner. The SELPA shall inspect all Voices' special education files for legal compliance at the same level it would inspect other the SELPA member's records.

Suspected Abuse

All school personnel are mandated reporters of suspected abuse and/or neglect. Mandated reporters are required to report suspected child maltreatment immediately when they have "reasonable cause to believe that a child who is 17 years of age or younger and known to them in a professional or official capacity has been harmed or is in danger of being harmed – physically, sexually, or through neglect – and that a caregiver either committed the harm or should have taken steps to prevent the child from harm." No one in the workplace, even a supervisor, is permitted to suppress, change or edit a report of abuse. A mandated reporter who willfully fails to report suspected incidents of child abuse or neglect is subject to license suspension or revocation, and commits a misdemeanor.

VII. Communication at VOICES

The Importance of Home/School Communication

We strongly believe that effective communication between the family and the school will enhance the education of each child. In the Family/School Compact, both parents and school administrators pledge to openly communicate and dialogue about the issues, challenges, and successes of their child and the school. Please be sure to stay abreast of school activities and events.

Tuesday Envelopes

Every Tuesday, we will send a packet of information home with each child. We call this "Tuesday Envelopes." Please **ask** your child for their envelope each Tuesday. Inside, will be important information from the classroom teacher, such as field trip slips, calendars of events, meeting notices, notes about classroom happenings, and other important news and clarifications. Return the envelope the next day (Wednesday) with your child. Replacement envelopes may be purchased at the office for $2.00. Most information is also updated on our website weekly.

Tips for Effective Communication

With Teachers

Contact your child's teacher by:

- Calling the school and leaving a message for the teacher. He or she will return your call
- Making an appointment to see your child's teacher(s)
- Writing a note
- Email the teacher

With Administrators
Contact School Administration by:
- Calling the school, leave a message if necessary
- Making an appointment

Report Cards and Parent-Teacher Conferences
One excellent way to communicate with your child's teacher is during conferences. You may make an appointment to meet with your child's teacher whenever you feel it is necessary to conference informally with them.

To ensure that you and your child get the most out of your meetings, please be on time and follow the following tips:
- Have questions prepared.
- Take notes during the conference.
- Share any important, relevant information (changes in the child's life, for example).
- Don't compare one child to any other child.

Guiding Principles, Personal Rights and Conflict Resolution

The goal of any disciplinary actions at Voices is to ensure the school is a safe and nurturing community so that all students have the opportunity to learn. Our policies ensure student and adult safety at all times.
In addition to the rules and consequences, Voices utilizes a set of beliefs and values – what we call our Guiding Principles – to help us define how we (students, teachers, family members, community members) interact and work with one another. Action that does not exemplify the Guiding Principles is harmful to student goals and community cohesion.

There are three Guiding Principles which taken together represent the expected behaviors of a Voices community member. Each principle is defined by a set of ideals. Community members are expected to strive for the ideals of each principle in their daily interactions and students are held accountable to the Guiding Principles throughout their entire VOICES experience. The three principles are listed below.

Personal Responsibility
Teachers, parents and students will be held up to the highest expectations of personal responsibility. The saying "No Excuses" will influence our practice. Although times may be trying and outside influences seem overwhelming, we will look within ourselves to take responsibility for our actions. For instance, teachers will not make excuses for low achievement, students will not make excuses for lack of effort, and parents will not make excuses for truancy. Only then can we move forward and make positive change. Likewise, all stakeholders will understand that they have a personal responsibility to help others and to share their expertise and talents with others.

Absolute Determination
We each will look within ourselves to overcome obstacles. Taking into account that many Voices' students and families may face adversity, they will discover that through perseverance these challenges can be overcome.

Students will understand that nothing is beyond their reach. They all have potential; they only need apply the effort to make their dreams reality.

Community

Voices College-Bound Language Academies is a community. Together parents, teachers and students will accomplish great feats. The notion that despite our differences and diversity, we are all moving towards the same vision of high student achievement will unite us. For instance, to achieve the school's mission teachers will work collaboratively, parents and teachers will work as partners and students will support each other.

Violations of Guiding Principles

Since VOICES is a learning community, it is the school's priority to view any violation of a Guiding Principle as both a conflict to be resolved and as learning experience for the person who has violated the principle. The appropriate action for a violation of the Guiding Principles will be determined during conflict resolution.

Personal Rights

All students will be held accountable to respect our five Personal Rights:

- Right to feel safe
- Right to learn
- Right to celebrate one's accomplishments
- Right to be heard
- Right to by yourself

If a member of the VOICES community witnesses a behavior that he/she believes to be in violation of the Guiding Principles or Personal Rights, the involved parties should use the Voices Conflict Resolution Guidelines to resolve the matter. If the dialogue fails to resolve the matter, the following steps may be taken:

- The student's teacher or school administrator will be notified and may mediate a conversation between parties.
- A parent may be notified and asked to attend a conference with all involved parties.

Informal and Formal Community Complaint Resolution Procedures

It is the intent of Voices College-Bound Language Academies ("School") to integrate conflict resolution skills into the curriculum and parent education activities. In accordance therewith, community members that have complaints against each other are encouraged to first address the issue with the person directly using the learned conflict resolution skills.

Informal: Conflict Resolution

When a school community member (student, teacher, parent, volunteer, tutor, etc.) has a concern or complaint the School encourages the use of the Conflict Resolution Guidelines outlined below. Using these guidelines is a way to resolve conflict peacefully, in a way that can be mutually agreeable to the parties involved. If, however, a student does not feel comfortable with this approach or the complaint involves sexual harassment or discrimination, the student may notify a teacher or other school staff member. The teacher or staff member will notify the Principal or designee of the complaint if it cannot be resolved at that level.

In some instances, it may be possible for school community members to engage in this process at the time the conflict arises. In other situations, an agreed upon time for resolving the conflict will need to be scheduled. Some conflicts will be able to be resolved without a mediator, and in others, a mediator may be necessary. When conflicts are unsuccessfully resolved using the Conflict Resolution Guidelines, the conflict should be referred to the

nearest adult with authority at the school, or in the case of an adult conflict, to the Principal or designee. We aim for the Conflict Resolution Guidelines to be used to resolve the following conflicts (not an exhaustive list):

Student to Student
Student to Staff/Teacher/Principal/Tutor/Volunteer
Student to Family Member
Family Member to Staff/Teacher/Principal/Tutor/Volunteer
Staff Member to Staff Member
Family Member to Family Member

After a conflict happens, members of the community should use the following guidelines to resolve the conflict. Guidelines will be given to parents yearly in writing and students will be taught the guidelines and encouraged to practice them as conflicts arise at school.

Steps to Take Before Resolving the Conflict

Before resolving a conflict, we ask students or others involved to do the following steps:

1. Take time to self reflect
2. Decide if you need a mediator (Principal, teacher, another student, etc)
3. Make a request to talk
4. Communicate respectfully:
    - Share feelings and needs using "I" Statements
    - Listen with Compassion and Empathy
    - Make a request

Formal Complaint and Resolution Procedures:

Most complaints can be resolved through the Conflict Resolution Procedure or by informal discussions between the complainant and the employee or the Principal. If it cannot, the School will use the following procedure:

A. Any complaint shall be put in writing using the "Community Complaint Form" (available in the school office or by contacting the Principal) and addressed to the Principal. A written complaint shall include:

    1. The full name of each person involved

    2. A brief but specific summary of the complaint and the facts surrounding it

    3. A specific description of any prior attempt to discuss the complaint with the person and the failure to resolve the matter

B. The Principal or designee shall investigate the complaint as necessary and shall promptly mail a written notice to the Complainant of the date, time, and place of a meeting between the Complainant and the Principal or designee, which shall occur no later than twenty (20) school days following the receipt of complaint.

C. If no resolution can be agreed upon between the Principal or designee and the Complainant, the Principal or designee shall submit the complaint to Executive Director.

D. The Executive Director may seek additional investigation by the Principal or designee as it deems necessary.

E. The Executive Director will make the final determination regarding the dispute and shall notify the Complainant of the determination within ten school days of the determination.

This procedure, which we believe is important for both you and the School, cannot guarantee that every problem will be resolved to your satisfaction. However, the School values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

Policy for Complaints Against Employees

The School requires all employees to observe the highest standard of business and personal ethics in the conduct of their duties and responsibilities. As representatives of the School, employees must practice honesty and integrity in fulfilling responsibilities and comply with all applicable laws and regulations.

It is the responsibility of all employees to comply with school policies noted in the Employment Guidelines and to report violations or suspected violations in accordance with this Whistleblower Policy.

Depending on the nature of the complaint, the complainant will be provided information concerning the applicable policy and procedures to be followed. If there is no applicable policy or procedures, the Principal (or designee) shall encourage the parties involved to seek an informal resolution of the issues. If this is not possible due to the nature of the complaint or if informal resolution has been unsuccessfully attempted, the Principal (or designee) shall undertake a responsible inquiry into the complaint to ensure it is reasonably and swiftly addressed. When appropriate, a written statement of the complaint will be obtained from the complainant.

If the complainant files a written complaint and no other school policy or procedure is applicable, the Principal (or designee) shall abide by the following process:

1. Within 10 working days of the receipt of the complaint, the Principal or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.

2. In the event that the Principal (or designee) finds that a complaint against an employee is valid, the Principal (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.

3. The Principal's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Executive Director. The decision of the Executive Director shall be final.

I. Confidentiality

Complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

II. Non-Retaliation

Complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

Resolution

The administration will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

Uniform Complaint Procedure

Voices College-Bound Language Academies ("Charter School") policy is to comply with applicable federal and state laws and regulations. The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

1. Complaints of unlawful discrimination, harassment, intimidation or bullying against any protected group, including actual or perceived discrimination, on the basis of the actual or perceived characteristics of age, sex, sexual orientation, gender, gender identity, gender expression, genetic information, ethnic group identification, race or ethnicity, ancestry, nationality, national origin, religion, color, or disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity; and

2. Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: Adult Education Programs, After School Education and Safety Programs, Agricultural Vocational Education Programs, American Indian Education Centers and Early Child Education Program Assessments, Consolidated Categorical Aid Programs, Career Technical and Technical Education and Career Technical and Technical Training Programs, Child Care and Development Programs, Child Nutrition Programs, Foster and Homeless Youth Services, Migrant Education Programs, No Child Left Behind Act (2001) Programs (Titles I-VII), including improving academic achievement, compensatory education, limited English proficiency, and migrant education, Regional Occupational Centers and Programs, Special Education Programs, State Preschool, and Tobacco-Use Prevention Education.

3. A complaint may also be filed alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.

    a. "Educational activity" means an activity offered by a school, school district, charter school or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

    b. "Pupil fee" means a fee, deposit or other charge imposed on pupils, or a pupil's parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

        i. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.

ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.

iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.

c. A pupil fees complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.

d. If the Charter School finds merit in a pupil fees complaint the Charter School shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.

e. Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or school districts, school, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.

4. Complaints of noncompliance with the requirements governing the Local Control Funding Formula or Sections 47606.5 and 47607.3 of the Education Code, as applicable.

5. Complaints of noncompliance with the requirements of Education Code Section 222 regarding the rights of lactating pupils on a school campus. If the Charter School finds merit in a complaint, or if the Superintendent finds merit in an appeal, the Charter School shall provide a remedy to the affected pupil.

The Charter School acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects [to the greatest extent reasonably possible] the confidentiality of the parties and the integrity of the process. The Charter School cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the Charter School will attempt to do so as appropriate. The Charter School may find it necessary to disclose information regarding the complaint/complainant to the extent necessary to carry out the investigation or proceedings, as determined by the Executive Director or designee on a case-by-case basis.

The Charter School prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

Compliance Officers

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the Charter School's compliance with law:

Executive Director
6840 Via Del Oro #160
San Jose, CA 95119
408-791-1609

The Executive Director or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Executive Director or designee.

Should a complaint be filed against the Executive Director, the compliance officer for that case shall be the Chair person of the Charter School Board of Directors.

Notifications

The Human Resources Manager or designee shall annually provide written notification of the Charter School's uniform complaint procedures to students, employees, parents and/or guardians, advisory committees, private school officials, and other interested parties.

The annual notice shall be in English, and when necessary, in the primary language, pursuant to section 48985 of the Education Code if fifteen (15) percent or more of the pupils enrolled in the Charter School speak a single primary language other than English.

The Human Resources Manager or designee shall make available copies of the Charter School's uniform complaint procedures free of charge.

The annual notice shall include the following:

(a) A statement that the Charter School is primarily responsible for compliance with federal and state laws and regulations.

(b) A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.

(c) A statement identifying the responsible staff member, position, or unit designated to receive complaints.

(d) A statement that the complainant has a right to appeal the Charter School's decision to the CDE by filing a written appeal within 15 days of receiving the Charter School's decision.

(e) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.

(f) A statement that copies of the local educational agency complaint procedures shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that the Charter School has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

- Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of alleged noncompliance by the Charter School.

A complaint alleging unlawful discrimination, harassment, intimidation or bullying shall be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation or bullying. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying.

Pupil fee complaints shall be filed not later than one (1) year from the date the alleged violation occurred.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, Charter School staff shall assist him/her in the filing of the complaint.

- Step 2: Mediation

Within three (3) days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the Charter School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

- Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five (5) days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the Charter School's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The Charter School's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- Step 4: Response

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the Charter School's investigation and decision, as described in Step #5 below, within sixty (60) days of the Charter School's receipt of the complaint.

- Step 5: Final Written Decision

The Charter School's decision shall be in writing and sent to the complainant. The Charter School's decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusions of law.
3. Disposition of the complaint.
4. Rationale for such disposition.
5. Corrective actions, if any are warranted.
6. Notice of the complainant's right to appeal the Charter School's decision within fifteen (15) days to the CDE and procedures to be followed for initiating such an appeal.
7. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, notice that the complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.
8. For unlawful discrimination, harassment, intimidation or bullying complaints arising under federal law such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights.

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of the Charter School's expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the Charter School's decision, the complainant may appeal in writing to the CDE within fifteen (15) days of receiving the Charter School's decision. When appealing to the CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the Charter School's decision.

Upon notification by the CDE that the complainant has appealed the Charter School's decision, the Executive Director or designee shall forward the following documents to the CDE:

1. A copy of the original complaint.
2. A copy of the decision.
3. A summary of the nature and extent of the investigation conducted by the Charter School, if not covered by the decision.
4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by all parties and gathered by the investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of the Charter School's complaint procedures.
7. Other relevant information requested by the CDE.

The CDE may directly intervene in the complaint without waiting for action by the Charter School when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including cases in which the Charter School has not taken action within sixty (60) days of the date the complaint was filed with the Charter School.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.

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X. Acknowledgment of Student-Family Handbook

I understand and agree that I will read and comply with the VOICES Family Handbook and Attachment A and B (Attendance and Suspension/Expulsion Policy).

_____

Parent/Guardian's Signature Date

_____ _____

Parent/Guardian's Printed Name Child's Name

PLEASE RETURN TO THE MAIN OFFICE.

Coversheet

21-22 Instructional Minutes for WCC, FS, MH, MP, and Stockton

Section:	IV. Board Business: Consent Items
Item:	D. 21-22 Instructional Minutes for WCC, FS, MH, MP, and Stockton
Purpose:	Vote
Submitted by:	
Related Material:	Instructional Minutes_2022_Awaiting approval - 21-22 SY.pdf

Instructional Time Verification Calculations

Voices College-Bound Language Academies Schools

2021-22

	TK to Kinder	1st	2 to 3	4 to 5	6 to 8
Regular Days: Total Daily Minutes					
Daily Start	8:00 AM	8:00 AM	8:00 AM	8:00 AM	8:00 AM
Daily End	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM
Subtotal Minutes	480	480	480	480	480
Non-Instructional Minutes					
Recess	30	30	30	30	25
Lunch	30	30	30	30	35
Enrichment	60	60	60	60	55
Subtotal Non-Instructional Minutes	120	120	120	120	115
Subtotal Minutes Per Regular Day	360	360	360	360	365
Regular Days Per Year	145	145	145	145	145
Subtotal Annual Minutes on Regular Days	52,200	52,200	52,200	52,200	52,925

	TK to Kinder	1st	2 to 3	4 to 5	6 to 8
Minimum Days: Total Daily Minutes					
Daily Start Time	8:00 AM	8:00 AM	8:00 AM	8:00 AM	8:00 AM
Daily End Time	12:30 PM	12:30 PM	12:30 PM	12:30 PM	12:30 PM
Subtotal Minutes	270	270	270	270	270
Non-Instructional Minutes					
Recess	15	15	15	15	10
Lunch	30	30	30	30	30
Subtotal Non-Instructional Minutes	45	45	45	45	40
Total Minutes Per Minimum Day	225	225	225	225	230
Minimum Days Per Year	30	30	30	30	30
Subtotal Annual Minutes on Minimum Days	6,750	6,750	6,750	6,750	6,900

	TK to Kinder	1st	2 to 3	4 to 5	6 to 8
Total Annual Instructional Minutes	58,950	58,950	58,950	58,950	59,825
Required Minutes	36,000	50,400	50,400	54,000	54,000
Amount Above/(Below) Minimum	(22,950)	(8,550)	(8,550)	(4,950)	(5,825)

1. Add rows 11 to 13 for each column and insert in row 14.
2. Subtract row 14 from row 8 and insert on row 15.
3. Multiply row 15 by row 16. Insert in row 17.

1. Add rows 27 to 28 for each column. Total goes in row 29.
2. Subtract row 29 from row 24 and insert on row 30.
3. Multiply row 30 by row 31. Insert in row 32.

1. Add row 17 and 32 for each column and insert in row 36.
2. Subtract row 37 from row 36 for each column. Insert total in row 38 for each column.

Coversheet

Approve Employee Handbook for Voices Academies 21-22

Section: IV. Board Business: Consent Items
Item: E. Approve Employee Handbook for Voices Academies 21-22
Purpose: Vote
Submitted by:
Related Material: Voices Staff Handbook.pdf

Voices
College-Bound Language Academies

Employee Handbook
2021-2022

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I. WELCOME TO VOICES COLLEGE - BOUND LANGUAGE ACADEMIES

Welcome Statement!

On behalf of the Board of Directors, staff, and students of Voices College-Bound Language Academies ("Voices" or "Voices Academies"), we would like to welcome you to our community of learners in pursuit of an excellent education for all children. At Voices Academies, we believe that each one of us has strengths to offer in addition to having areas for growth. We deeply value your commitment to work at Voices Academies and to engage in our collaborative process of learning for all. We are excited to learn and grow with you.

Mission

The mission of Voices Academies is to prepare all students for the challenges of higher education through the context of an academically rigorous dual-language program. In addition we will ensure students demonstrate high academic achievement and apply critical thinking skills while making sense of their role within their own culture and the greater society.

Vision

Always working with our mission in mind will enable us to reach our vision. We believe **all** students graduating from Voices Academies will possess the knowledge, skills and confidence to succeed in any career path they **choose** to pursue in life by mastering academic standards and developing a deep understanding of subject matter. Students will have a **heightened awareness of the endless possibilities** for their future and will be able to think critically by asking the right questions, especially when confronted with the status quo.

With the guidance of teachers and staff, like yourself, who are dedicated to being active participants in a professional learning community driven by student learning and parents who work in partnership with the school, students will have a lifelong intrinsic desire to learn and a sense of social responsibility to make their communities better for those that come after them.

Ultimately, Voices Academies will be a place where:

1. All adults believe all students can learn and achieve at high academic levels.
2. All students are achieving at levels superior to state standards.
3. All students are bilingual, biliterate and bicultural.
4. All students are strong communicators.
5. All students realize their power to construct a new reality for themselves and their communities.
6. All teachers provide differentiated instruction that is standards based and founded on best practices.
7. All teachers' collaboration, planning and instruction is driven by analysis of student achievement data.

This handbook is a guide for Voices Academies employees as we seek to carry out our important work and achieve our mission.

Handbook Use and Purpose

This Handbook is designed to help employees get acquainted with Voices Academies. It explains our philosophies and beliefs, and describes in general terms, our employment guidelines. Although this Handbook is not intended to be an official policies and procedures manual, we hope that it will serve as a useful reference document for employees throughout their employment at Voices Academies. You may view Voices Academies' official policies at the front office. Employees

should understand, however, that this Handbook is not intended to be a contract (express or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of Voices Academies or its employees. In no way does the Handbook replace the official plan documents (i.e., health insurance, retirement plan, etc.) or at-will employment agreement, which will govern in all cases. Voices Academies reserves full discretion to add, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time without advance notice. Voices Academies also reserves the right to interpret any of the provisions set forth in this Handbook in any manner it deems appropriate.

No individual other than the Executive Director with Board approval has the authority to enter into any employment or other agreement that modifies Voices Academies policies. Any such modification must be in writing.

Once you have reviewed this Handbook, please sign the employee acknowledgement form within 5 days of employment. This signed acknowledgement demonstrates to Voices Academies that you have read, understand and agree to comply with the policies outlined in the Handbook.

II. THE PROFESSIONAL ENVIRONMENT

Charter School Background

Charter schools are nonsectarian public schools of choice that operate with freedom from many of the regulations that apply to traditional public schools. The “Charter” establishing each such school is a performance contract detailing the school’s mission, program, goals, students served, methods of assessment, and ways to measure success. The length of time for which charters are granted in California is typically 5 years. At the end of the term, the entity granting the charter may renew the school’s charter. Charter schools are accountable to their authorizer to produce positive academic results and adhere to the charter contract. The basic concept of charter schools is that they exercise increased autonomy in return for this accountability. They are accountable for both academic results and fiscal practices to several groups: the authorizer that grants them, the parents who choose them and the public that funds them.

General Professional Expectations

At Voices Academies, we regard the work we do of utmost importance. Therefore, we have very high expectations for professionalism and performance of each one of our employees. All employees should treat all individuals, students, teachers, administrators, volunteers, and family members with respect and approach all situations as opportunities to learn. Every employee must consider it an honor to be in the presence of children!

Voices Academies Guiding Principles

At Voices Academies, we are guided by several principles that shape how we interact and work together. The principles are woven throughout our curriculum and are the standards by which we measure our individual behavior and community culture. Employees are expected to conduct themselves at all times in a manner consistent with the Voices Academies Guiding Principles for personal character and professionalism, with children, parents, prospective parents, coworkers, and the community.

Voices Academies guiding principles are:

<u>Personal Responsibility</u>

Teachers, parents and students will be held up to the highest expectations of personal responsibility. The saying “No Excuses” will influence our practice. Although times may be

trying and outside influences seem overwhelming, we will look within ourselves to take responsibility for our actions. For instance, teachers will not make excuses for low achievement, students will not make excuses for lack of effort, and parents will not make excuses for truancy or student conduct. Only then can we move forward and make positive change. Likewise, all stakeholders will understand that they have a personal responsibility to help others and to share their expertise and talents with others.

Absolute Determination

We each will look within ourselves to overcome obstacles. Taking into account that many Voices Academies students and families may face adversity, they will discover that through perseverance these challenges can be overcome. Students will understand that nothing is beyond their reach. They all have potential; they only need apply the effort to make their dreams reality.

Community

No one at Voices Academies ever works alone. Together parents, teachers and students will accomplish great feats. The notion that despite our differences and diversity, we are all moving towards the same vision of high student achievement will unite us. For instance, to achieve the school's mission, teachers will work collaboratively, parents and teachers will work as partners and students will support each other.

Professional Learning Community

Voices Academies is a school based on best practices, innovative initiatives and the search for excellence. We will go out of our way to find ways to share such expertise with the educational community and the public. Staff are often drawn to Voices Academies by the opportunity to work with like-minded individuals with an underlying commitment to professionalism, collaboration and constant learning. We anticipate teachers will actively and enthusiastically participate in a Professional Learning Community (PLC). According to Dufour (2005), "teachers in a professional Learning Community engage in continuous inquiry about teaching. They are researchers, students of teaching, who observe others teach, have others observe them, talk about teaching, and help other teachers. In short, they are *professionals*." Our professional learning community is characterized by:

- Shared Mission, Vision and Goals
- Collective Inquiry
- Collaborative Teams
- Continuous Improvement
- Results Orientation

The PLC is supported by our professional development model, opportunities for daily teacher collaboration/ planning, and coaching by the Principal who serves as the school's instructional leader.

Walk-Throughs

Each day the Principal or designee may walk –through classrooms to conduct observations, inform evaluations, assess progress towards our goals, and to collect data to inform next steps. Teachers may or may not receive written feedback about the administrator's findings. The major purpose of these walkthroughs is to assess school-wide needs in addition to the needs of individual staff members.

Professional Development

Teachers at Voices Academies will have the unique opportunity to grow as professionals and to develop as leaders. Teachers are provided roughly with one hour of daily professional development time five times per week. This professional development model is

called mid-day block. Mid-day block not only affords teachers with the time needed to learn and collaborate as professionals that has been proven to directly correlate with high student achievement, but also provides time for student intervention and enrichment activities.

Voices Academies teachers engage in continuous, daily professional development and in cycles of inquiry based on the following essential questions:

- Has anything changed for my students because of the ACTION I have taken?
- Were my students learning goals reflected in the outcomes of my student work?
- How do I know my students have learned?
- What do I do when students don't learn?
- What do I still need to learn to better serve my students?

Teachers are supported in their professional growth with time for planning and collaboration, for conferences and school visits, and resources for improving instruction. Professional development is led mutually by teachers and the Principal who serves as the instructional leader. Professional development time will be driven by the Principals' classroom observations, student data and teacher needs. Regular scheduled professional development time will be used to read articles, books, discuss findings and application to our school. This type of research leads to the development of a common language shared by both administrators and staff, which in turn helps us realize our school mission and vision. Other time is devoted to data analysis, looking at student work, community building, and collaborative planning of lessons, units, and curriculum.

In addition to regular school year professional development, teachers also engage in Summer Professional Development before the first student school day. This time is dedicated to understanding and fostering school culture, explicitly stating high expectations for all, curriculum mapping, scope and sequence development, unpacking The Major Work of the Grades and to other year-long school wide planning. This professional development may take place on or off-site.

Besides learning, teachers in a PLC have the responsibility to teach others and to share/exchange knowledge about best practices. Therefore, teachers have the opportunity and are expected to develop as leaders by participating in opportunities such as:

- Making their teaching "public;"
- Observing and giving each other critical feedback;
- Leading professional development;
- Presenting at professional conferences;
- Hosting school wide professional events such as educational open houses;
- Welcoming visiting educators and other observers into their classrooms; and
- Mentoring interns and student teachers.

Performance Standards and Evaluation

<u>Performance Standards and Competencies</u>

Performance Standards and competencies for all staff will be devised using professional resources associated with their job title.

<u>Formal and Informal Observations</u>

The Principal or his/her designees are responsible for observing and supervising all school staff on an ongoing basis. The Principal (or designee) will conduct both formal and informal observations. Informal observations may consist of daily classroom walkthroughs, review of lesson plans, observation of interactions with fellow staff, students and

parents and contributions to professional conversations, etc. Informal observations can occur during any instructional/professional time and may include a post-observation conference or reflection. Formal observations may consist of lesson long observations (announced or unannounced), followed by a conference with the teacher regarding observations and a written report or multiple or single shorter observations, etc.

A critical part of teacher evaluation and retention will be based on four standards:

- Effective teaching and use of assessment data;
- Students' achievement;
- The effective implementation of the curriculum and instruction; and
- Positive contributions to the PLC and professionalism.

Teacher Evaluation Overview

A Competency-Based System for Evaluating the Practice of Teaching

Between 2016 and 2017, Voices Academies (with teacher, administrator and Board input) developed teacher competencies and revisited our approach to evaluate the performance of teachers. This resulted in a new Teacher Performance Rubric based on competencies and an eye towards attainment of mastery levels (your supervisor will provide you a copy) and procedure for teacher evaluation.

Philosophy of Instruction

The instructional philosophy of Voices Academies is based upon the belief that the primary role of all employees is to ensure that maximum learning takes place and to provide a safe, positive environment.

Instruction shall be student-centered with mastery of curriculum standards as the goal, with content and process being equally important to effective learning.

This rubric provides a view of the professional practice that teachers are expected to demonstrate. These standards and competencies define the skills, knowledge, professionalism, and expertise that are expected of teachers at Voices Academies. It is against these standards that teachers will be evaluated.

Philosophy of Teacher Evaluation

Teachers and the quality of teaching are the critical link to improving schools and student achievement. There is a demonstrated relationship between a teacher's evaluation score in the subject area domain and student achievement in that subject area. Successfully increasing student achievement requires creating and sustaining organizational structures in schools that focus on assessing and improving teaching and learning. Teacher evaluation is one of those structures.

Voices Academies recognizes that teachers are also learners and need a collegial and supportive atmosphere in order to thrive. A teacher evaluation process that focuses on teachers working in partnership with supervisors to align on expectations is more effective than traditional evaluation procedures. Consistent with the movement for standards for students, this approach starts with a comprehensive model or description of what teachers should know and be able to do (competencies), represented by explicit standards and including multiple levels of performance defined by behavioral rating scales.

Voices Academies uses a Competency-Based Teacher Evaluation System to:

- Ensure high student achievement;
- Align mission, vision, and goals with practice;
- Foster opportunity for professional growth and constant learning;
- Establish common understanding of teaching expectations;
- Develop a more explicit internal accountability focus to support the external accountability required by the school's charter and public accountability; and
- Provide guidance for teacher's efforts to improve practice.

The rubric promotes an evaluation system in which the type of pay a teacher receives depends upon knowledge, skill, and performance. This is intended as a cooperative process, with the responsibility for documenting and tracking accomplishments shared by the teacher and the evaluator. Teachers are recommended to keep a Professional Portfolio to document evidence they wish to share with their evaluator.

Procedures

Principal/designee provides a copy of the Competency Rubric to the teacher.

1. Principal/designee will have conducted a minimum of one written observation visit.
2. Pre-Evaluation Conference –The teacher conducts a self-evaluation and meets with the Principal or Designee to discuss the preliminary rubric standing. The purpose is to calibrate on definitions and evidence so that the teacher understands Voices Academies network-wide expectations of performance and competencies.
3. Principal/designee will conduct at least two additional written observation visits.
4. The final Rubric evaluation is completed by the Principal /designee and provided to the teacher.
5. The annual performance assessment will be based on the previous described competencies and evidence from formal and informal observations. Those teachers failing to adhere to the commitment in the Commitment to Excellence, and/or failing to meet the specifications of the evaluation rubric and/or not achieving goals or results, may be subject to an Improvement Plan at the discretion of the Principal and/or dismissal at the request of the Principal and approval of the Board. *An offer to develop an Improvement Plan shall be within the sole discretion of the Principal and is not an employee right.*

Results of formal and informal observations, consisting of the Principal's observations and recommendations, will be put in writing and included within the employee's personnel file. Nothing in this section limits the Principal from conducting other observations of an informal or unannounced nature. We endeavor to schedule performance feedback on a regular basis. In addition, your supervisor may give you continuing input as to your performance and where improvement is possible.

III. CONDITIONS OF EMPLOYMENT

Equal Opportunity Employer

Voices College-Bound Language Academies ("Voices" or "Voices Academies) is an equal opportunity employer. It is the policy of Voices Academies to afford equal employment and advancement opportunities to all qualified individuals without regard to:

- Race;
- Color;
- Gender (including gender identity and gender expression);

- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights at ("CFRA"), or the Fair Employment and Housing Act "FEHA");
- Genetic information;
- Sexual orientation;
- Military and veteran status, or
- Any other consideration made unlawful by federal, state, or local laws.

This policy extends to all employees and applicants and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, compensation and benefits of existing employees. Furthermore, Voices Academies prohibits all unlawful discrimination against any employee or applicant for employment in its programs or activities based on the characteristics noted above.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, Voices Academies will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. Any applicant or employee requiring a reasonable accommodation for the employee's disability should contact the Supervisor.

Immigration Compliance

Voices Academies will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. However, Voices Academies will not check the employment authorization status of current employees, or of applicants who were not offered positions with Voices Academies, unless required to do so by law.

Voices Academies shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (*e.g.*, threatening to report the suspected citizenship or immigration status of an employee or a member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, Voices Academies shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States.

If you have any questions or need more information on immigration compliance issues, please contact the HR department.

Employee Classification for Overtime Pay

Voices Academies employees are classified as either exempt or non-exempt from overtime.

Whether an employee is exempt from or subject to overtime pay will be determined on a

case-by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Non-exempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for non-exempt employees. Voices Academies will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Supervisor or designee.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to these exempt employees.

At-Will Employment

Except if stated expressly otherwise by employment contract, it is the policy of Voices Academies that all employees are considered "at-will" employees of the School. Accordingly, either Voices Academies or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this policy or the materials provided to employees in connection with their employment shall require Voices Academies to have "cause" to terminate an employee or otherwise restrict Voices Academies right to release an employee from their at-will employment with Voices Academies. Statements of specific grounds for termination set forth in this policy or elsewhere are not all-inclusive and are not intended to restrict Voices Academies right to terminate At-will. No Voices Academies representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with Voices Academies that are not consistent with Voices Academies policy regarding "At-will" employment.

This policy shall not be modified by any statements contained in any materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Licensure and Certification

Teachers whose position demands it shall hold a BCLAD or Bilingual Authorization, or other equivalent certification that qualifies them to teach English Language Learners or in Spanish to Spanish speakers. All Voices Academies teachers (except for those teachers who are assigned to non-core, non-college preparatory courses) shall hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold. Voices Academies may set additional minimum job requirements at its sole discretion.

STANDARDS OF CONDUCT

<u>Personal Appearance and Conduct</u>

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Because each employee is a representative of Voices Academies in the eyes of the public, each employee must report to work properly groomed, maintaining proper hygiene, wearing appropriate clothing and maintaining a professional appearance that sets a good example for Voices Academies students.

All employees of the school are required to adhere to the following dress code unless given prior approval by the Principal:

- No Jeans (unless worn in a more formal manner i.e, with blazer, belt, and dress shoes)
- No sweats, or sagging pants
- No spaghetti strapped tops or tank tops
- No skin tight garments (i.e. bicycle pants, leggings)
- Clothes that may cause distraction are not acceptable. Specifically, tank tops, muscle shirts, halter tops, exposed backs or midriffs, low cut tops and see through garments are not permitted
- No flip-flops or casual sandals, staff working outside, must wear closed-toe shoes (i.e. playground, field)
- No hats (indoors)
- All skirts, dresses and shorts are to be a modest length. The hemlines or slits in skirts or dresses shall be no shorter than two inches above the knee
- Other than the Voices Academies clothing or logo, clothing should be free of writing or logos, indecent or inappropriate images, writings, drawings, company advertisements, group names, or suggestive logos are prohibited
- Tattoos with inappropriate images or language must be covered at all times
- Failure to comply with the approved dress code may lead to disciplinary action up to and including termination

<u>Prohibited Conduct</u>

The School expects that all employees will conduct themselves in a professional and courteous manner while on duty. Employees engaging in misconduct will be subject to disciplinary action up to and including termination of employment. The following is a list of conduct that is prohibited by the School. This list is not exhaustive and is intended only to provide you with examples of the type of conduct that will not be tolerated by the School. The specification of this list of conduct in no way alters the at-will employment relationship the employee has with the School.

1. Unexcused absence and/or lack of punctuality
2. Release of confidential information without authorization
3. Possession of or reporting to work while under the influence of alcohol or illegal drugs and controlled substances
4. Theft or embezzlement
5. Willful destruction of property
6. Conviction of a felony or conviction of a misdemeanor making the employee unfit for the position
7. Falsification, fraud or omission of pertinent information when applying for a position
8. Any willful act that endangers the safety, health or wellbeing of another individual
9. Horseplay, fighting or instigating a fight on Voices Academies premises or while on Voices authorized events.
10. Any act of sufficient magnitude to cause disruption of work or gross discredit to the school
11. Misuse of School property or funds
12. Possession of firearms, or any other dangerous weapon, while acting within the course of School of your employment with the school.
13. Acts of discrimination or illegal harassment based on gender, ethnicity or any other basis protected by state or federal law
14. Failure to comply with the School's safety procedures
15. Insubordination- refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
16. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.

17. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on Voices Academies property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
18. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
19. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
20. Failure to follow any known policy or procedure of the School or gross negligence that results in a loss to the School.
21. Violations of federal, state or local laws affecting the organization or your employment with the organization
22. Unacceptable job performance
23. Refusal to speak to supervisors or other employees.
24. Dishonesty, immoral or indecent conduct.
25. Violations of the sexual harassment policy.
26. Posting any notices on Voices Academies premises without prior written approval of management, unless posting is on a Voices Academies bulletin board designated for employee postings.
27. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
28. Failure to keep a required license, certification or permit current and in good standing
29. Recording the work time of any other employee, or allowing any other employee to record time on your time record or falsifying any time record
30. Unreported absence of any scheduled workdays
31. Unauthorized use of School equipment, materials, time or property
32. Working unauthorized overtime or refusing to work assigned overtime
33. Abuse of leave
34. Sleeping or malingering on the job

Workplace Violence

The School takes the safety and security of its employees seriously. The School does not tolerate acts or threats of physical violence, including but not limited to intimidation, harassment and/or coercion, that involve or affect the School or that occur, or are likely to occur, on School property. Employees should report any act or threat of violence immediately to the Principal or Supervisor.

Open Door Policy

The School wishes to provide the most positive and productive work environment possible. To that end, it has an open door policy where it welcomes your questions, suggestions or suggestions relating to your job, conditions of employment, the School or the treatment you are receiving. Other than in situations involving harassment (as outlined in the Prohibition of Harassment and Protection against Retaliation and Investigation Policy), employees should contact the Principal with their questions or concerns. If the situation is not resolved to their satisfaction, they should contact the Executive Director, in writing, who will further investigate the issue.

Company Property Inspections

The School is committed to providing a work environment that is safe and free of illegal drugs, alcohol, firearms, explosives and other

improper materials. Additionally, the School provides property and facilities to its employees to carry out business on behalf of the School. Accordingly, employees do not have a reasonable expectation of privacy when using any School property or facilities. In accordance with these policies, all School facilities and property, including all items contained therein, may be inspected by the School at any time, with or without prior notice to the employee. School property includes all desks, storage areas, work stations, lockers, file cabinets, computers, telephone systems, email systems and other storage devices.

The School reserves the right to deny entry to any person who refuses to cooperate with any inspections by the School. Any employee who fails to cooperate with inspections may be subject to disciplinary action, up to and including dismissal.

Off-Duty Conduct and Outside Employment

While Voices Academies does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects Voices Academies legitimate business interests or the employee's ability to perform his or her work will not be tolerated.

While employed by Voices Academies, employees are expected to devote their energies to their jobs with Voices Academies. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at Voices Academies.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with Voices Academies.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with Voices Academies.
- Additional employment that requires the employee to conduct work or related activities on Voices Academies property during the employer's working hours or using Voices Academies facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of Voices Academies.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to Voices Academies explaining the details of the additional employment. If the additional employment is authorized, Voices Academies assumes no responsibility for it. Voices Academies shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Termination of Employment

Employees are encouraged to provide as much advance notice as possible of their intent to resign. Although employees have the same right as Voices Academies to terminate the employment relationship with or without notice, with or without cause, should it become necessary for you to terminate your employment with Voices Academies, at least four weeks' notice is expected whenever possible. If employees have any questions regarding these policies and procedures, they

are encouraged to speak with the Principal or Supervisor. Every Voices Academies employee is an important member of our team. Employees are encouraged to offer suggestions and comments that help to create a more positive work environment and school community.

Staff/Student Interaction Policy

Voices Academies recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and learning conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the

boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions

Duty to Report Suspected Misconduct

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be confidential. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

The purpose of the following lists of unacceptable and acceptable behavior is not to retrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and minor) and desensitizing the minor to various forms of touching and other intimate interactions.

Unacceptable Staff/Student Behaviors (Violations of this Policy) These lists (and any subsequent lists) are not meant to be all-inclusive, but rather, illustrative of the types of behaviors intended to be addressed by this policy.

1. Giving gifts to an individual student that are of a personal and intimate nature.
2. Kissing of any kind.
3. Any type of unnecessary physical contact with a student in a private situation.
4. Intentionally being alone with a student away from the school.
5. Making or participating in sexually inappropriate comments.
6. Sexual jokes.
7. Seeking emotional involvement with a student for your benefit.
8. Listening to or telling stories that are sexually oriented.
9. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
10. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
11. Being alone in a room with a student at school with the door closed.
12. Giving students a ride to/from school or school activities without the express, advance

13. Allowing students at your home and/or in rooms within your home without signed parental
14. Sending emails, text messages or letters to students if the content is not about school

This policy does not prevent:

1. Touching a student for the purpose of guiding them along a physical path;
2. Helping them up after a fall; or
3. Engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid.
4. Reasonable force and touching in self-defense or in the defense of another
5. Retraining a child who is trying to engage in violent or inappropriate behavior is allowed.

Only such forces as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

<u>Acceptable and Recommended Staff/Student Behaviors</u>

1. Getting parents' written consent for any after-school activity.
2. Obtaining formal written pre-approval from the Executive Director or Designee to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off-campus.
3. E-mails, text-messages, phone conversations, instant messages and other communications to and with students if permitted must be very professional and pertaining to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment). Keeping the door wide-open when alone with a student.
4. Keeping reasonable space between you and your students.
5. Stopping and correcting students if they cross your own personal boundaries including touching legs, or buttocks, frontal hugs, kissing, or caressing.
6. Keeping parents informed when a significant issue develops about a student such as a change in demeanor or uncharacteristic behavior.
7. Keeping after-class discussions with a student professional and brief.
8. Immediately asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
9. Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult.
10. Informing your Supervisor about situations that have the potential to become more severe.
11. Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later. Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
12. Asking another staff member to be present or within close supervisory distance, when you must be alone with a student after regular school hours or if you will be alone with any type of special needs student.

13. Asking another staff member to be present when you must be alone with a student after regular school hours.
14. Giving students praise and recognition without touching them.
15. Pats on the back, high fives (hands slapping) and handshakes are acceptable.
16. Keeping your professional conduct a high priority.
17. Asking yourself if any of your actions, which could be contrary to these provisions, are worth sacrificing your job and career

Policy Prohibiting Unlawful Harassment

Voices College-Bound Language Academies is committed to providing a work and educational atmosphere that is free of unlawful harassment. Voices' policy prohibits sexual harassment and harassment based upon:

- Race;
- Color;
- Gender (including gender identity and gender expression);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including native language spoken);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights at ("CFRA"), or the Fair Employment and Housing Act "FEHA");
- Genetic information;
- Sexual orientation;
- Military and veteran status, or
- Any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be discriminated against or harassed based upon the characteristics noted above.

Voices does not condone or tolerate unlawful harassment on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Chief Executive Officer or designee.

<u>Prohibited Unlawful Harassment</u>

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Differential or preferential treatment based on any of the protected classes above.

<u>Prohibited Unlawful Sexual Harassment</u>

In accordance with existing policy, discrimination on the basis of gender in education institutions is prohibited. All persons, regardless of the gender, are afforded equal rights and opportunities and freedom from

unlawful discrimination in education programs or activities conducted by the School.

Voices Academies is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consist of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (1) submission of the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against him or her or against another individual.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) year thereafter. Such training will include information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Employees and students are expected to act in a positive and professional manner and to contribute to a productive School environment that is free from harassing or disruptive activity. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Executive Director. See Appendix A for the "Harassment Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual

activity for compensation or reward or deferential treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.

- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work.
  - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate Voices Academies policy.

Whistleblower Policy

Voices Academies is committed to lawful and ethical behavior in all of its activities and requires board members, executives, directors and employees to act in accordance with all applicable laws, regulations and policies and to observe high standards of business and personal ethics in the conduct of their duties and responsibilities.

The objectives of Voices Academies Whistleblower Policy are to establish policies and procedures to:

- Prevent or detect and correct improper activities
- Encourage each board member, executive, director, and employee (reporting individual) to report what he or she in good faith believes to be a material violation of law or policy or questionable accounting or auditing matter by Voices Academies.
- Ensure the receipt, documentation, retention of records, and resolution of reports received under this policy reporting individuals from retaliatory action.

<u>Reporting Responsibility</u>

Each reporting individual has an obligation to report what he or she believes is a material violation of law or policy or any questionable accounting or auditing matter by Voices Academies, its officers, directors, executives, employees, or other representatives. Reporters must also notify Voices Academies if an action needs to be taken in order for Voices Academies to be in compliance with law or policy or with generally accepted accounting practices. The types of concerns that should be reported include, for purposes of illustration and without being limited to, the following:

- Providing false or misleading information on the Voices Academies financial documents, grant reports, tax returns or other public documents
- Providing false information to or withholding material information from the Voices Academies auditors, accountants, lawyers, directors, or other representatives

responsible for ensuring compliance with fiscal and legal responsibilities

- Embezzlement, private benefit, or misappropriation of funds
- Material violation of Voices Academy policy, including among others, confidentiality, conflict of interest, whistleblower, ethics and document retention
- Discrimination based on race, gender, gender expression, gender identity, sexual orientation, ethnicity, and disability, or any other unlawful biases
- Facilitation or concealing any of the above or similar actions

Reporting Concerns

Whenever possible, all employees should seek to resolve concerns by reporting issues directly to his/her manager or to the next level of management as needed until matters are satisfactorily resolved. However, if for any reason an employee is not comfortable speaking to a manager or does not believe the issue is being properly addressed, the employee may contact the Human Resources Department. If an employee does not believe that these channels of communication can or should be used to express his/her concerns, an employee may contact the Executive Director or the Board of Directors within Voices Academies.

Handling of Reporting Violations

Except otherwise required by law, or as otherwise required by court order, Voices Academies will investigate all reports filed in accordance with this policy with due care and promptness. Matters reported internally without initial resolution will be investigated by the Executive Director or Designee to determine if the allegations are true, whether the issue is material and what actions, if any, are necessary to correct the problem. Voices Academies staff will issue a full report of all matters raised under this policy to the Board of Directors. The Board of Directors may conduct a further investigation upon receiving the report from the Executive Director.

For matters reported directly to the Chair of the Board of Directors, the Board of Directors shall promptly acknowledge receipt of the complaint to the complainant if the identity of the complainant is known and conduct an investigation to determine if the allegations are true and whether the issue is material and what, if any, corrective action is necessary. Upon the conclusion of this investigation, the Executive Director shall promptly report its findings to all pertinent parties.

Authority of Investigative Parties

The Investigative Parties (Principal, Business Manager, Executive Director, or Board of Directors) shall have full authority to investigate concerns raised in accordance with this policy and may retain outside legal counsel, accountants, private investigators, or any other resource that is necessary to conduct a full investigation of the allegations.

No Retaliation

This Whistleblower Policy is intended to encourage and enable executives, directors, and employees to raise serious concerns within the organization for investigation and appropriate action. With this goal in mind, no Board member, executive, director, or employee who, in good faith, reports a concern shall be threatened, discriminated against or otherwise subject to retaliation or, in the case of an employee, adverse employment consequences as a result of such report. Moreover, an employee who retaliates against someone who has reported a concern in good faith is subject to discipline up to and including release from at-will employment.

Acting in Good Faith

Anyone reporting a concern must act in good faith and have reasonable grounds for believing the matter raised is a serious violation of law or policy or a material accounting or auditing matter. The act of making allegations that prove to be unsubstantiated, and that prove to have been made maliciously, recklessly, with gross negligence, or with the fore knowledge that the allegations are false, will be viewed as a serious disciplinary offense and may result in discipline, up to and including release from at-will employment. Depending on the circumstances, such conduct may also give rise to other actions, including civil or criminal lawsuits.

Confidentiality

Reports of concerns, and investigations pertaining thereto, shall be kept confidential to the extent possible. However, consistent with the need to conduct an adequate investigation, Voices Academies cannot guarantee complete confidentiality. Disclosure of information relating to an investigation under this policy to individuals not involved in the investigation will be viewed as a serious disciplinary offense and, with respect to Voices Academies, may result in discipline, up to and including release from at will employment. Depending on the circumstances, such conduct may also give rise to other actions, including civil or criminal lawsuits.

Anti-Nepotism Policy

Consistent with the principle that employees and prospective employees of Voices College-Bound Language Academies shall be hired, evaluated, and advanced on the basis of individual merit, without reference to considerations of race, ethnicity, gender, religion, sexual orientation, national origin, or any protected classes or other factors not involving professional qualifications and performance, the following restrictions, designed to avoid the possibility of favoritism based on family or personal relationship, shall be observed with respect to personnel:

1. No one with supervisory responsibility shall hire or recommend for hire any related person.

2. All persons wishing to be considered for employment with Voices shall disclose family and personal relationships with current employees or students of Voices.

3. With respect to proposed employment decisions which would result in the concurrent service of related persons within the same department, a person related to an incumbent employee may not be employed if the professional qualifications of other candidates for the available position are demonstrably superior to those of the related person.

4. With respect to the concurrent service of related persons within the same department, neither related person shall be permitted, either individually or as a member of the staff or as a member of a committee, to participate in the evaluation, advancement, or salary decisions of the other related person.

5. No member of Voices' Board, administration, or staff shall engage in recommendations, discussions, or otherwise participate in any decision or recommendation relating to the appointment, promotion, retention, tenure, or employment of a related person.

6. In the event of a lack of candidates, a need for specialized skills, or other unique circumstances as determined on a case-by-case basis, the restriction against hiring related persons may be

waived in the best interest of Voices upon the approval of the Executive Officer or Board of Directors, subject to compliance with other applicable conflict of interest laws.

7. When other qualified candidates have not applied, assignments of short duration (generally less than sixty [60] working days), may be exempt from these guidelines, subject to compliance with other applicable conflict of interest laws.

8. If there is a familial relationship between staff and a student(s), staff must keep a strictly professional and unbiased relationship at all times during school hours and official, Voices-sponsored activities.

9. This policy shall not supplant the application of applicable conflicts of interest laws to Voices.

The Principal will be responsible for resolving any school site conflicts of interest between employees, unless the conflict of interest includes the Principal, in which case the Chief Academic Officer will resolve the conflict. The Executive Director will be responsible for resolving any conflicts of interest involving employees assigned to work for the charter management organization.

Staff members who marry or otherwise become part of the same household while employed will be treated in accordance with these guidelines. If a conflict arises as a result of the relationship, one of the staff members may be transferred at the earliest practicable time. In the event that a transfer is not practicable, the subordinate staff member's work responsibilities, salary, hours, career progress, benefits and/or other terms and other conditions of employment must be managed/determined by someone outside the chain of command of the conflicted staff member. Related employees cannot recommend changes in job function or compensation to Voices on behalf of a related staff member.

Definition of "Related Persons"

The following relationships create related persons:

- Parent and child;
- Siblings;
- Grandparent and grandchild;
- Aunt and/or uncle and niece and/or nephew;
- First cousins;
- Spouses and registered domestic partners;
- Guardian and ward;
- Any corresponding in-law, step, or adoptive relative, or anyone residing in a permanent basis in the home of a current employee or student of the Voices; and
- Persons engaged in amorous relationships, meaning a relationship in which two (2) persons voluntarily have a physical relationship or are engaged in a romantic courtship (e.g. dating or engaged) that may or may not have been consummated.

Policy Statement on Consensual Relationships

Consensual romantic or sexual relationships between supervisors and employees and between staff are potentially exploitative and must be avoided. They raise serious concerns about the validity of the consent, conflicts of interest, and unfair treatment of others. In addition, a supervisor will be prohibited from evaluating an employee's job performance if he/she is romantically/sexually involved with that employee.

This anti-nepotism policy precludes individuals from evaluating the work performance or making hiring, salary, or similar financial decisions concerning persons with whom they have intimate familial or personal relationships. Staff members are strictly prohibited from engaging in any behaviors (such as public display

of affection) that would in any way be deemed inappropriate or offensive by a reasonable person while anywhere on Voices premises, whether during working hours or not. Staff members who allow romantic relationships with other staff members to affect the working environment will be subject to disciplinary action. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter, and offending employees may be subject to release from their at-will employment.

Individuals in managerial relationships or other influential roles with respect to other Voices staff members are subject to more stringent requirements under this policy due to their status. Thus, managers and school leaders in influential positions are strongly discouraged from dating an individual they directly manage. If their relationship with an individual under their supervision progresses beyond a platonic friendship, they must disclose the nature of their relationship to their immediate manager as soon as possible. Where potential conflicts or risks are identified, Voices will handle the matter in compliance with this policy and all applicable legal requirements. Failure to disclose romantic relationships or failure to work with Voices to resolve such a situation may lead to disciplinary action, up to and including release from at-will employment.

Confidential Student Information

All information relating to students, including name, photos, schools attended, addresses, contact numbers, or other identifiable information, and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files.

Staff will have access, on a “right to know” basis, to sensitive information about children, families, staff, and issues and policies under consideration at Voices Academies. It is extremely important to take appropriate confidentiality measures when talking to anyone about the school and its students, families and staff. The Principal should be consulted if there are any questions regarding confidentiality issues.

All employees must avoid situations involving actual or potential conflict of interest.

An employee involved in any relationships or situations which may constitute a conflict of interest should immediately and fully disclose the relevant circumstances to the Principal, or the Executive Directors, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, the School may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Personnel Files

A personnel file shall be established for each employee. Employees have the right to inspect certain documents in their personnel file, as provided by law, in the presence of a Voices representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Voices will restrict disclosure of personnel files to authorized individuals within Voices. Employees must direct a request for information contained in the personnel file to HR. Only the HR is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, Voices will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Intellectual Property Rights

Voices shall own any employee-created intellectual property under the following circumstances:

1. The intellectual property was created within the scope of employment;
2. The intellectual property was created on Voices time with substantial use of Voices equipment, services or resources;
3. The intellectual property was commissioned by Voices:
    a. Pursuant to a signed contract; or
    b. Within a specific category of works considered works-for-hire under copyright law.

A copyright work is "created within the scope of employment" if it is the kind of work the employee is employed to do and the employee creates it, at least in part, for the employee's use at work, or for use by co-workers, Voices, and/or the students and families Voices serves. Such works related to an individual's job responsibilities, even if he or she is not specifically requested to create them, will belong to Voices as "works-for-hire."

The use of personal time or other facilities to create the work will not change its basic nature if it is related to job duties as described above. Works that have nothing to do with job duties will remain the property of the employee, so long as he or she does not make substantial use of Voices facilities/resources to do so. "Substantial use" is one of the resources other than those "ordinarily available" to most or all faculty, staff and/or students. Such ordinarily available resources include office space and personal office equipment, office computer, general use information resources, and the means of network access to such resources.

If an employee created intellectual property other than a scholarly work, and which may lead to commercial development, then he or she is expected to immediately notify the Chief Executive Officer or designee in order to provide Voices with sufficient information to permit it to evaluate the work, both its ownership and its commercial potential, and, if appropriate, to take steps to protect Voices' intellectual property rights. If ownership rests with Voices, but Voices elects not to exercise its ownership rights, then ownership rights and responsibilities related to patenting, copyrighting and licensing shall revert to the author (s). In such a case, Voices shall retain a nonexclusive, royalty-free right to use the work for non-commercial purposes.

IV.
COMPENSATION AND BENEFITS

Employee Compensation

The Board has adopted a teacher pay schedule and determined job specific salary/hourly ranges for other positions.

Faculty and Staff Benefits

Voices Academies will attempt to provide health, dental, and vision insurance coverage for current full-time staff, provided such coverage is commercially or otherwise available at reasonable cost. Voices will pay the cost of such coverage for full time employees up to the yearly Board approved amount. Health care benefits end on the last day of the last month of employment. Should an employee's last day fall on the last day of the month, then his or her health benefits will end on that day.

<u>Eligibility</u>

Employees are eligible for medical, dental and vision coverage if they are a full-time regular employee working at least 30 hours per week. Temporary, part-time and internship employees are not eligible to participate in the plans. The Voices plan covers the cost of medical coverage

for dependents only up to the regular coverage limit contributions.

When Coverage Starts

Medical, dental and vision coverage begins on the first of the month following thirty (30) days of full employment.

Cost of Coverage

The current cost for coverage under the plan is available from the HR department or online enrollment system. These costs may change from time to time.

COBRA Benefits

Continuation of Medical and Dental

When coverage under the School's Health Plan ends, you or your dependents may continue coverage in some situations.

When your coverage under the School's medical and/or dental plans ends, you or your dependents can continue coverage for 18 or 36 months, depending upon the reason benefits ended. To continue coverage, you must pay the full cost of coverage - your contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for you, your spouse, and your eligible dependent children can continue for up to 18 months if coverage ends because:

- Your employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Your hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making you ineligible for the plan.

This 18-month period may be extended an additional 11 months if you are disabled at the time of your termination or reduction in hours if you meet certain requirements. This 18-month period also may be extended if other events (such as a divorce or death) occur during the 18-month period.

Your spouse and eligible dependents can continue their health coverage for up to 36 months if coverage ends because:

- You die while covered by the plan;
- You and your spouse become divorced or legally separated;
- You become eligible for Medicare coverage, but your spouse has not yet reached age 65; or
- Your dependent child reaches an age which makes him or her ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

The School will notify you or your dependents if coverage ends due to termination or a reduction in your work hours. If you become eligible for Medicare, divorced or legally separated, die, or when your child no longer meets the eligibility requirements, you or a family member are responsible for notifying the School within 30 days of the event. The School will then notify you or your dependents of your rights.

Health coverage continuation must be elected within 60 days after receiving notice of the end of coverage, or within 60 days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within 30 days of the due date;
- You (or your spouse or child) becomes covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition you (or your spouse or child, as applicable) may have;
- The School stops providing group health benefits;
- You (or your spouse or child) become entitled to Medicare; or
- You extended coverage for up to 29-months due to disability and there has been a final determination that you are no longer disabled.

Retirement/Pension Plan

Voices Academies participates in the California State Teachers Retirement System (STRS) program (FS,MH,MP) and a 401K plan (WCC, ST) for all eligible certified employees and will pay the required employer contribution for such benefits. Team Z employees, if eligible, may participate in the 401k plan. Voices Academies may also secure an alternative pension option for all eligible classified staff and will make the Board approved employer contribution for such benefits, when financially possible. Voices Academies will make required employer contributions towards federal Social Security for those employees not covered by STRS.

Payroll Information

Payroll Withholdings

Voices College-Bound Language Academies is required by law to withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

As required by law, Voices Academies shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

- Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
- State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
- Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
- State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 form. The W-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the HR Department and to fill out a new W-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and forwarded to each employee for use in connection with preparation of income tax returns. The W2 shows Social Security information, taxes withheld and total wages.

Overtime Pay

The School follows all federal and state laws regarding the payment of overtime wages by compensating all non-exempt employees for overtime hours worked. For purposes of overtime calculations for non-exempt employees, the school's work week begins on Monday and ends the following Sunday. The workday begins at midnight and ends the following day at 11:59 p.m. Voices Academies provides compensation for all overtime hours

worked by non-exempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

You will be informed when you are required to work overtime hours. **All overtime hours worked must be pre-authorized in writing by the Principal or Supervisor.**

Only those hours that are actually worked are counted to determine an employee's overtime pay. Exempt employees may have to work hours beyond their normal schedules, as work demands require. No overtime compensation will be paid to these exempt employees.

Wage Attachments and Garnishments

Under normal circumstances, Voices Academies will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require Voices Academies, by law, to withhold part of your earnings in their favor.

Punctuality and Attendance

Employees are expected to adhere to regular attendance and to be punctual. Any employee who is unable to report for work on any particular day must call their Supervisor at least one hour before the start of the scheduled workday. If an employee is absent from work longer than one day, he or she is expected to keep their Supervisor or Principal sufficiently informed of the situation.

Upon returning to work after an absence for any reason, the employee must complete an absence form and turn it into their Supervisor by the end of the workday on which the employee returns. If an employee is absent for medical reasons for more than three (3) working days, the employee must, immediately upon his or her intended day of return to work, provide the Principal or Supervisor with a physician's statement certifying that the employee is able to return.

Excessive absenteeism and tardiness will not be tolerated and will lead to disciplinary action, up to and including release from at-will employment with the school. An absence or tardiness for more than three (3) consecutive days without notification to the Principal or Supervisor will lead to disciplinary action, up to and including termination.

Work Hours and Schedules

The School's normal operating hours are from 7:30 a.m.- 4:30 p.m., Monday through Friday. The work schedule for full-time non-exempt employees is normally forty (40) hours per week.

Every full-time employee is required to work full professional days. **Teachers shall arrive at the school site at least fifteen (15) minutes before the student instructional day and their work day shall end upon the completion of the employee's duties, unless a mandatory event has been scheduled.**

Exempt employees shall have a thirty (30) minute non-paid lunch period. Non-exempt employees shall have a thirty (30) minute

non-paid lunch period if they have worked five (5) hours in a day.

Classroom teachers shall receive mandatory sixty minutes of daily professional development. Your supervisor will assign your work schedule. Classified employees shall receive professional development as scheduled by the Principal.

Non-Exempt employees shall also receive a ten (10) minute break for every four (4) hours worked.

Lactation Accommodation

Voices will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for an employee that does not run concurrently with the rest time authorized for the employee by the applicable wage order of the Industrial Welfare Commission need not be paid. Voices shall make reasonable efforts to provide the employee with the use of a room or other location, other than a toilet stall, in close proximity to the employee's work area, for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of this section.

Teacher Work Schedule

A teacher's official duties for the school year begins on the first day of assigned Professional Development Institute (new or returning teacher).

Paydays

Salary
Salaried employees will be paid the 25th of each month. Should this day occur on a bank holiday or weekend, employees will be paid the business day prior.

Hourly
Hourly employees will be paid the 10th and 25th of each month. Payment on the 10th will cover hours worked from the 16th to the 31st of the month, while payment on the 25th will cover hours worked from the 1st to the 15th of the month. Should this day occur on a bank holiday or weekend, employees will be paid the business day prior.

Each paycheck will include earnings for all reported work performed through the end of the payroll period. **You should promptly notify the Human Resources department if you have a question regarding the calculations of your paycheck;** any corrections will be noted and will appear on the following payroll.

Personal Reimbursements

All employee reimbursements must be pre-approved by the employee's Supervisor. Expenses will not be reimbursed unless the individual requesting reimbursement submits a written Expense Report that has been approved by their Supervisor. The Expense Report, which shall be submitted at least monthly of the date of the expenditure, must include:

- The individual's name,
- If reimbursement for travel is requested, the date, origin, destination and purpose of the trip,
- The name and affiliation of all people for whom expenses are claimed (i.e., people on whom money is spent (e.g., gifts, meals) in order to conduct Voices Academies business, and
- An itemized list of all expenses for which reimbursement is requested.

Expense reimbursements not submitted within a month of the date of the expenditure will not be reimbursed. Should there be a circumstance outside of the employee's control that prevents

a timely submission, reimbursement will be at the discretion of the supervisor/organization.

Receipts

Receipts are required for all reimbursements from Voices Academies, such as supplies, meals, services or travel charges. No expense in excess of $5 will be reimbursed unless the individual requesting reimbursement submits, with the Expense Report, the written receipts from each vendor showing the vendor's name, a description of the services provided (if not otherwise obvious), the date, and the total expenses, including tips (if applicable). A credit card receipt or statement may be used to document the vendor and date of an expense, provided other required details of the expenditure are fully documented.

Mileage Reimbursement

Employees may receive mileage reimbursement allowed by the Internal Revenue Service for use of their personal vehicle when used for Voices Academies business and pre-approved by supervisor and a reimbursement form including a route map (e.g. Google Maps) is turned in. Arrangements for carpooling should be made whenever possible.

Employees will be reimbursed for miles driven between the first stop of the day (Voices school, Charter Management Office (CMO) office, or work assignment) and the last stop of the day (Voicesschool, CMO office, or work assignment).

The distance traveled from the employee's home to his or her assigned regular work location or from the employee's assigned regular work location to home is not normally reimbursed. However, if the employee travels to a work site other than his or her assigned regular work location, the distance in excess of the miles from home to his or her assigned Voices site will be reimbursed.

Likewise, if the employee ends the workday at a work site other than a Voices school or CMO office, the distance in excess of the miles from the employee's assigned Voices site to home will be reimbursed.

Employees using their own automobiles on the job on a regular basis, such as CMO staff and school leaders, are required to have a valid California driver's license, to maintain adequate public liability automobile insurance, and to provide Voices Academies with proof of license and coverage at the time of hire. To remain on active work status, license and insurance renewals must be verified by Voices Academies on or before their expiration dates.

Miscellaneous Travel-Related Expenses

Tolls: Necessary, reasonable tolls are reimbursed.

Parking: Necessary charges for parking are reimbursed, including airport parking fees that do not exceed normal taxi or rideshare fares to and from the airport.

Traffic Violations: NO traffic and parking violations received while driving rental or personal vehicles are reimbursed.

Taxi and Rideshare Service: Taxi and rideshare fares, including reasonable tips, are reimbursed when public transportation or shuttle service is not practical.

Meals and incidentals

The following reimbursement rates are maximums, not allowances. Employees must be able to produce itemized receipts substantiating the amount claimed.

Breakfast: $16
Lunch: $17
Dinner: $28
Incidentals: $5

Any claims over the maximum amounts above must be pre-approved by the supervisor.

Trips of 24 hours or more
For travel lasting 24 hours or more, employees may claim meals (as noted above), based on the following timeframes:

First day of travel
Trip begins at or before 6 am - Breakfast may be claimed
Trip begins at or before 11 am - Lunch may be claimed
Trip begins at or before 5 pm - Dinner may be claimed

Continuing after 24 hours
Trip ends at or after 8 am - Breakfast may be claimed
Trip ends at or after 2 pm - Lunch may be claimed
Trip ends at or after 7 pm - Dinner may be claimed

Trips of less than 24 hours
For travel lasting less than 24 hours, employees may claim breakfast and/or dinner (as noted above), based on the following timeframes:

Fractional day of travel
Trip begins at or before 6 am and ends at or after 9 am - Breakfast may be claimed Trip begins at or before 4 pm and ends at or after 7 pm - Dinner may be claimed

Employees may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.

Employees may not claim meals provided by Voices Academies, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided.

No meal expense may be claimed or reimbursed more than once in any given 24-hour period.

Entertainment and Business Meetings

Reasonable expenses incurred for business meetings or other types of business-related entertainment will be reimbursed only if the expenditures are approved in advance by Supervisor and qualify as tax deductible expenses. Detailed documentation for any such expense must be provided, including:

- Date and place of entertainment
- Nature of expense
- Name, titles, and corporate affiliation of those entertained
- A complete description of the business purpose for the activity including the specific business matter discussed
- Vendor receipts (not credit card receipts or statements) showing the vendor's name, a description of the services provided, the date, and the total expenses, including tips (if applicable).

Family Travel and Accommodations

Employees with children under 12 months traveling for required work-related business may request to purchase an additional round trip flight and a hotel room that accommodates the employee, a caregiver, and infant. Employees are responsible for caregiver meals and incidentals.

Non-reimbursable Expenditures

Voices Academies maintains a strict policy that expenses in any category that could be perceived as lavish or excessive, or expenses that are not directly related to performance of job duties, will not be reimbursed. Expenses that are not typically reimbursable include, but are not limited to:

- First class tickets or upgrades
- When lodging accommodations have been arranged by Voices Academies and the individual elects to stay elsewhere, reimbursement is made at the amount no higher than the rate negotiated by Voices Academies. Reimbursement shall not be made for transportation between the alternate lodging and the meeting site.
- Limousine travel
- Liquor or bar costs
- Membership dues at any country club, private club, athletic club, golf club, tennis club or similar recreational organization
- Clothing purchases
- Business conferences and entertainment which are not approved by the Supervisor.
- Valet service
- Car washes
- Expenses for spouses, friends, or relatives. If a spouse, friend or relative accompanies Personnel on a trip, it is the responsibility of the Personnel to determine any added cost for double occupancy and related expenses and to make the appropriate adjustment in the reimbursement request.

Telework

Voices Academies considers teleworking to be a viable alternative work arrangement in cases where individual, job and supervisor characteristics are best suited to such an arrangement and there is minimal organizational and employee performance impact.

Definition

Teleworking allows employees to work at home, on the road or in a satellite location for all or part of their regular workweek. Teleworking is a voluntary, mutually agreed work alternative that may be appropriate for some employees and some jobs. It is not an entitlement, it is not an organization-wide benefit, and it in no way changes the terms and conditions of employment with Voices. However, level of performance can be a relevant factor in assessing whether a telework arrangement is appropriate. Voices has the right to refuse to make telework available to an employee and to terminate a telework arrangement at any time.

Teleworking can be informal, such as working from home for a short-term project or on the road during business travel, or formal, as described below. Other informal, short-term arrangements may be made for employees on family or medical leave, to the extent practical for the employee and Voices and with the consent of the employee's health care provider, if appropriate. All informal teleworking arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.

Please see your supervisor for a complete policy.

HOLIDAYS, LEAVES AND ABSENCES

Holidays

The Voices College-Bound Language Academies calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Regular full-time or part-time non-exempt employees who works more than thirty (30) hours per week are eligible for holiday pay at their regular pay rate on designated, Board

approved holidays as designated on the yearly school calendar. "Holidays" shall not include vacation/non-work days that may come before or after an approved holiday. Employees must be employed for at least thirty (30) calendar days to be eligible for holiday pay. If an observed holiday occurs during an employee's scheduled and approved time off, they will be paid for the holiday (if eligible) and will not have their leave docked for the day the holiday is observed. Employees are not paid for holidays after their termination date. Employees on any leave of absence do not earn holiday pay.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the employee's Supervisor. The employee will be paid if the religious holiday is taken as an earned personal necessity day. The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

Sick Leave

Sick leave is a benefit provided to employees in order to provide a cushion for incapacitation due to illness or injury. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Finally, an employee may take sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all VCBLA employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible employees will receive twenty-four (24) hours of paid sick leave at the beginning of each school year or on their start date if hired after the school year has begun. Additionally, full-time employees working on a twelve (12) month schedule will accrue an additional 6.0 hours of paid sick leave per month for a total of ninety-six (96) hours of paid sick leave per year and full-time employees working on an eleven (11) month schedule will accrue and additional 5.82 hours of paid sick leave per month for a total of eighty-eight (88) hours of paid sick leave per year. Full-time employees on at least a ten (10) month schedule shall accrue additional 5.6 hours of sick leave per month for a total of eighty-(80) hours per year. Full-time employees working the equivalent of an eight (8) month schedule or less shall accrue an additional 5.0 hours of sick leave per month for a total of sixty-four (64) hours per year.

Unused, accrued sick leave does not carry over from year-to-year.

Employees cannot use paid sick leave until the sixtieth (60^{th}) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. Employees are not allowed to draw against unearned/unaccrued sick leave. The School does not pay employees in lieu of unused sick leave.

Sick leave may only be used for the purposes specified in this policy. Accordingly, the School retains the right to request verification from a licensed health care provider for any absence due to illness or disability.

Employees must provide reasonable advance notification, either orally or in writing, if a need for paid sick leave is foreseeable. Further, employees should schedule medical appointments in a manner that does not interfere with their job duties whenever possible. If the need for paid sick leave is

unforeseeable, the employee must provide notice for the leave as soon as practicable.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School. Full-time employees may also request sick leave donations in order to address instances of catastrophic illness or injury.

Vacation

While the School recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods" in the school. With this in mind, it is expected that vacation time will be taken when school is not in session whenever possible.

Regular full-time, twelve (12) month administrative and Charter Management Organization (CMO) staff are entitled to vacation terms based upon date of hire, length of service and status with the School. Administrative employees include Principal, Business Manager, Dean of Culture, and Student Services Manager, and Instructional Coaches. Full-time CMO staff will accrue eighty (80) hours of paid vacation each year. Full-time administrative staff will accrue forty (40) hours of paid vacation each year as of July 1st. Vacation days are prorated for full-time employees working less than forty (40) hours per week. New employees may begin using their vacation time after four (4) months of service. Instructional and non-exempt employees and employees working on part-time basis (less than full-time) shall not receive vacation days.

Any vacation time taken should be coordinated and cleared by the supervisor subject to scheduling. Vacation days should be taken when school is not in session whenever possible, preferably in July. Vacation must be approved at least two (2) weeks in advance.

Vacation time may not be utilized before it is earned. An employee whose employment terminates will be paid for accrued unused vacation days. Vacation can accrue up to a maximum of one hundred and twenty (120) hours of pay. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

Personal Necessity Leave

All full-time employees who accrue sick leave may use up to twenty-four (24) hours of sick leave as personal necessity leave per year. Full-time employees on at least a ten (10) month schedule may use a prorated amount of their sick leave each year for personal necessity. Uses of personal necessity leave may include, but are not limited to, the death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee be absent during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday. Personal necessity leave is not vacation and except in emergency/unexpected circumstances, must be approved at least two (2) weeks in advance by the Employee Supervisor. Personal necessity leave is a component of the School's sick leave policy. As a result, personal necessity leave

does not accrue and will not be paid out upon separation from employment.

Catastrophic Sick Leave Donation Policy

Full-time employees who are experiencing catastrophic illness and have exhausted all their paid leave may request donations of accumulated unused sick leave from other employees of VCBLA who wish to donate sick leave to that individual.

A "catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for extended periods of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because s/he has exhausted all of his/her sick leave and other paid time off.

"Members of the employee's family" shall be limited to a parent, spouse/domestic partner, child,sibling,parent-in-law, son/daughter-in-law, grandparent and grandchild of the employee or any relative living with the employee.

The intent of this leave is to provide employees economic relief for devastating personal health circumstances. Catastrophic leave may not be used for:

1. Elective surgery
2. Personal necessity leave
3. Normal pregnancy
4. Substance abuse rehabilitation
5. Bereavement

A full-time employee may request donated catastrophic sick leave up to thirty (30) days through the lifetime of employee tenure at VCBLA.

Whenever possible, the employee must submit a request for the additional days to the Employee Supervisor at least fifteen (15) working days before he or she expects to exhaust all other available sick leave. A verification of the information in the request from the employee's physician must be attached.

When the Employee Supervisor determines that the illness or injury meets the appropriate criteria, the Employee Supervisor shall contact the Human Resources Manager who will contact all other VCBLA employees to announce that they may donate up to twenty-four (24) hours of their personal sick leave days for use by the employee requesting the catastrophic sick leave. All employees shall also be notified that the donation is irrevocable. Employees with fewer than twenty-four (24) hours of accumulated sick leave days are not eligible to contribute sick leave days to the Catastrophic Leave Program. All employees, whether full- or part-time, must donate sick leave in increments of eight (8) hours.

Employees will authorize their donation on a signed form provided and collected by the Human Resource Manager.

Human Resources will conduct a lottery, assign each donor a number, and prepare a confidential list of donation order to be kept in the CMO office. Each eligible donor on the list will have his or her available sick leave reduced as it is used in the order established by the lottery donor number. The Employee Supervisor or designee will notify all employee donors of the status of their donated sick leave.

Unpaid Leave of Absence

VCBLA recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any

unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

If you are currently covered, medical, and dental coverage will remain in force during a medical or worker's compensation leave of absence, provided you pay the appropriate premiums. Whether you are required to pay your own premiums will depend upon the length of your leave of absence. During a family/medical leave, your medical and dental benefits will remain in force provided you pay the appropriate premiums. Benefits are terminated the day any other type of leave begins. No vacation time is accrued during any type of unpaid leave of absence.

Family Care and Medical Leave

This policy explains how the School complies with the federal
Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

Employee Eligibility Criteria

To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA leave.

Events That May Entitle an Employee To FMLA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.
2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).
    a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
    b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care

facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider

3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. Under CFRA; siblings, grandparents, grandchildren, and domestic partners are also included.
4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

- Amount of FMLA Leave Which May Be Taken

1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kind a covered Armed Forces service member shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve(12) month period to care for the service member.
3. The "twelve month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.
4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's CFRA entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay During FMLA Leave

1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such

as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.

3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.

4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

VCBLA may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA leave; and

2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced. An employee who was absent from work while fulfilling his or her covered service obligation under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service.

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner

(within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.

2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate or clarify information in a deficient certification if the employee is unable to cure the deficiency.

3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave

1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Employee Supervisor. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.

2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.

6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position

7. The School will respond to an FMLA leave request no later than five (5) days of receiving the request. If an FMLA leave request is granted, the School will notify the

employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above). Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Limitations on Reinstatement

1. VCBLA may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.

2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the

School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If the school realizes after the leave has commended that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written

permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

  To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

  The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

  1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

  2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

- Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

VCBLA shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) month period. VCBLA can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:
    - The employee is taking leave under the California Family Rights Act.
    - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
    - There is a non-pregnancy related medical condition requiring further leave.
    - Any other circumstance beyond the control of the employee.

- Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Employee Supervisor. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.

2. Employee should provide not less than thirty (30) days or as soon of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

6. In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:

   a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.

   b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

      A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end

of the leave (with the limitations explained above).

3. In accordance with VCBLA policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.

4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

  No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

<u>Industrial Injury Leave (Workers' Compensation)</u>

VCBLA, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure you receive any worker's compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to the Employee Supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Employee Supervisor; and
- Provide the School with a certification from your healthcare provider regarding the need for workers' compensation disability leave as well as your eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to insure that the injured employee receives appropriate medical attention. VCBLA, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of evaluation emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.

- All accidents and injuries must be reported to the Employee Supervisor and to the individual responsible for reporting to the School's insurance

carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

VCBLA shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

VCBLA will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

VCBLA shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Full-time employees who have worked for more than thirty (30) days are entitled to a leave of up to three (3) workdays without loss of pay due to a death in the immediate family. For purposes of this policy, an immediate family member shall be limited to a parent (including parent-in-law), spouse/domestic partner, child (including son/daughter-in-law), sibling (including brother/sister-in-law), grandparent, or grandchild of the employee, the employee's spouse/domestic partner, or relative living with the employee. Bereavement pay will not be used in computing overtime pay. Any

scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. If an employee requires more than three (3) workdays off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued sick leave.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to provide work duties as assigned. For all non-exempt employees, the School will pay for up to three (3) days if you are called to serve on a jury.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Employee Supervisor at least two (2) days' notice.

Bone Marrow/Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a twelve (12) month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the school that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

An employee must first use his or her earned but unused sick leave for bone marrow donation and two (2) weeks' worth of earned but unused sick leave for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA
Leave.

School Appearance and Activities Leave

As required by law, VCBLA will permit an employee who is a parent or guardian of school children, from kindergarten through grade twelve (12), or a child in a licensed day-care facility, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school. If more than one parent or guardian is an employee of VCBLA, the employee that first provides the leave request will be given the requested time off. Where necessary,

additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advance notice of the planned absence. The employee must use accrued but unused sick time to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Employee Supervisor thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, reemployment cannot always be guaranteed.

If an employee fails to return from a leave of absence on the date agreed and does not provide medical information to justify the continued absence, it will be assumed that the employee has voluntarily resigned.

If you need further information regarding Leaves of Absence, be sure to consult the Human Resources Manager.

Faculty and Staff Complaint Policy

Specific complaints of unlawful harassment are addressed under the School's "Policy Against Unlawful Harassment."

Internal Complaints

(Complaints by Employees Against Employees, excluding termination)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including Conflict Resolution per the Internal and Formal Community Complaint Procedures and attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Supervisor or designee:

1. The complainant will bring the matter to the attention of the Supervisor as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The supervisor or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Principal, the complainant may file his or her complaint in a signed writing to the Executive Director. The Executive Director or designee will then investigate the facts and provide a solution or explanation;

4. If the complaint is about the Executive Director, the complaint may file his or her complaint in a signed writing to the Chair of the Board of Directors of the school, who will then confer with the board and may conduct a fact-finding or authorized a third party investigator on behalf of the board. The Board Chair or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequence to employment.

Policy for Complaints Against Employees
(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally through Conflict Resolution per the Informal and Formal Community Complaint Procedures, complainants may file a written complaint with the office of the Principal or Executive Director or Board Chair (if the complaint concerns the Executive Director) as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint.

1. The complainant will bring the matter to the attention of the Supervisor as soon as possible after attempts to resolve the complaint with the immediate manager have failed or if not appropriate; and
2. The complainant will reduce his or her complaint to writing, indicating all known and relevant facts. The Supervisor or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the Principal, the complainant may file his or her complaint in a signed writing to the Executive Director. The Executive Director or designee will then investigate the facts and provide a solution or explanation;
4. If the complaint is about the Executive Director, the complainant may file his or her complaint in a signed writing to the Chair of the Board of Directors of the School, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board Chair or investigator will report his or her findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns and the need for resolution without fear of adverse consequences to employment.

General Requirements

Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured

Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

Resolution: The Executive Director (if a complaint is about the Principal) or the Principal or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate

remedial measures to ensure effective resolution of any complaint.

VII. HEALTH AND SAFETY

Health and Safety Requirements for Employment

The School "Voices" is committed to providing and maintaining a healthy and safe work environment for all employees. Employees are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. Employees are required to report to your supervisor any potential health or safety hazards and all injuries or accidents. In compliance with Proposition 65, the School will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Tuberculosis Test

Except for employees transferring from other schools, no person shall be employed by the School unless the employee has submitted proof of an examination within the past 60 days that the employee is free of active tuberculosis. Employees transferring from other public or private schools within the State of California must either provide proof of an examination within the previous 60 days or a certification showing that he or she was examined within the past four years and was found to be free of communicable tuberculosis. It is also acceptable practice for the employee's previous school employer to verify that it has a certificate on file that contains the showing that the employee was examined within the past four years and was found to be free of communicable tuberculosis.

The tuberculosis test shall consist of an approved intradermal tuberculin test, which if positive shall be followed by an X-ray of the lungs.

All employees shall be required to undergo the foregoing examination at least once every four (4) years, excepting "food handlers" who shall be examined annually. After such examination, each employee shall cause to be on file with the School a certificate from the examining physician showing the employee was examined and found free from active tuberculosis.

The cost of the examination required of existing employees shall be a reimbursable expense. Employees should follow the School's reimbursement procedures. The County Health Department may provide skin testing to employees at regular intervals at no cost to the employee. The school will have three recommended providers and shall reimburse costs at the maximum recommended provider's rate. The availability of this testing may be announced by the school.

This policy shall also include student teachers serving under the supervision of a designated master teacher and all substitute employees.

Procedures for Background Checks

As a condition of employment, the School requires all applicants for employment to submit two sets of fingerprints to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and Federal Bureau of Investigation. The School will not employ a person who has been convicted of a violent or serious felony or a person who would be prohibited from employment by a public school district because of his or her conviction for any crime, unless an applicable exception applies. The school will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. The School shall also request subsequent arrest notification from the Department of Justice and

take all necessary action based upon such further notification.

First-Aid and CPR Training

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, non-core teachers, Principal) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school for students.

All new teachers are required to complete one approved three-hour course in Cardiopulmonary Resuscitation (CPR) and one approved three-hour course in first aid before the first official day of school. All continuing teachers are required to take a refresher course in both CPR and first aid. Teachers will make their own arrangements for such training and will provide documentation of completion and cost to the school. As allowed by the school's budget, the school may reimburse the teacher for the cost of the course (s) up to a maximum of $75.00 for a 6-hour CPR/First Aid course, and up to $40.00 for a CPR refresher course.

Child Abuse Reporting

Any employee or other mandated reporter who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to the San Jose Police Department, any other police department, sheriff's department, county probation department if designated by the county to receive such reports, or the county welfare department.

Mandated reporters of child abuse include but are not limited to teachers, instructional aides, teacher's aides or assistants, classified employees, certificated pupil personnel employees, administrators and employees of a licensed daycare facility, Head Start teachers, school police or security officers, administrators, and/or presenters or counselors of a child abuse prevention program.

Child abuse or neglect includes the following:

1. A physical injury inflicted in a manner other than accidental means on a child by another person.
2. Sexual abuse of a child as defined in Penal Code 11165.1.
3. Neglect as defined in Penal Code 11165.2.
4. Willful cruelty or unjustifiable punishment of a child as defined in Penal Code 11165.3.
5. Unlawful corporal punishment or injury resulting in a traumatic condition as defined in Penal Code 11165.4.
6. Abuse or neglect of a child in out-of-home care, including at school, as defined in Penal Code 11165.5.

Mandated reporters are required to report instances of child abuse when the mandated reporter has a "reasonable suspicion" that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect.
Child abuse should be reported immediately or as soon as practically possible by phone to the San Jose Police Department or child protective services. The phone call must be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents.

When the telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received. The reporting duties are individual and cannot be delegated to another person. Reporting the information to an employer, supervisor,

Principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, the report may be made by a member of the team selected by mutual agreement, and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

Within 36 hours of receiving the information concerning the incident, the mandated reporter shall prepare and send to the appropriate agency a written report which includes a completed Department of Justice form. (Penal Code 11166, 11168) Mandated reporters may obtain copies of the form from either the school or the appropriate agency or go online to https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf?

Reports of suspected child abuse or neglect shall include, if known:

a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter.
b. The child's name and address, present location and, where applicable, school, grade, and class.
c. The names, addresses, and telephone numbers of the child's parent/guardians.
d. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information.
e. The name, address, telephone number, and other relevant personal information about the person(s) who might have abused or neglected the child.

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

Information relevant to the incident of child abuse or neglect may also be given to an investigator from an agency that is investigating the case. (Penal Code 11167)
Employees reporting child abuse or neglect to the appropriate agency are encouraged, but not required, to notify the Principal or designee as soon as possible after the initial telephone report to the appropriate agency.

The Principal or designee so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the Principal may assist in completing and filing these forms.

The mandated reporter shall not be required to disclose his/her identity to the Principal. He/she may provide or mail a copy of the written report

to the Principal or designee without his/her signature or name.

Preventing Sexual Abuse Policy

Training Requirements

General Training Requirements

1. All Personnel are required to complete a basic orientation prior to contact with students. New Personnel are required to review this policy and agree to comply with the school's Code of Ethics.
2. All Personnel are required to complete basic abuse prevention training within 30 days of beginning work with students.

All personnel are required to complete additional abuse prevention training every year. Documentation of training is maintained in personnel files.

Additional Training Requirements

a. Personnel who are responsible for screening and selecting Personnel to work with students are required to complete specialized training in screening and selection.

b. Personnel in supervisory positions are required to complete training in monitoring, supervision and responding to concerns.

Conduct with Students

The following guidelines are intended to assist Personnel in making decisions about interactions with students in Voices College-Bound Language Academies. For clarification of any guideline or to inquire about behaviors not addressed here, contact the Principal of Voices College-Bound Language Academies.

1. General Conduct

a. Personnel are responsible for releasing students in a custodial care relationship only to parents, legal guardians or other persons designated by parents or legal guardians. In the event that Personnel are uncertain of the propriety of releasing a student, they should locate or contact their immediate supervisor before releasing the student.

b. Personnel will report unmanageable or unusual behavior of students to parents or legal guardians as soon as possible.

c. Personnel are prohibited from the use, possession, distribution, or being under the influence alcohol, tobacco products, or any illegal drugs while in the presence of students.

d. Personnel will respond to children with respect and consideration and treat all children equally, regardless of sex, race, religion, culture, socio-economic, or other protected status. Personnel will portray a positive role model for youth by maintaining an attitude of respect, patience and maturity.

e. Personnel are prohibited from speaking to students in a way that is or could be construed by any observer as harsh, coercive, threatening, intimidating, shaming, derogatory, demeaning, or humiliating. Personnel are expected to refrain from swearing in the presence of students.

f. Personnel are cautioned against initiating sexually oriented conversations with students. Staff in a mentoring or counseling relationship may respond to sexually oriented questions or comments from students, but will do so in a manner consistent with school values and the position statements of Voices College-Bound Language Academies. Personnel are not permitted to discuss their own sexual activities with students.

g. Money or gifts will not be given to children or youth, except for within the context of a group gift, given to all participants in celebration of special events or recognition.

h. Personnel will never be rude or inappropriately dressed in presence of students. Personnel must be well groomed and appropriately dressed at all times.

i. Personnel are prohibited from possessing any sexually oriented or morally inappropriate printed materials (magazines, cards, videos, films, clothing, etc.) on Voices College-Bound Language Academies property or in the presence of students.

j. Personnel are prohibited from viewing or downloading any sexually oriented or morally inappropriate internet materials on Voices College-Bound Language Academies property or in the presence of students.

2. Discipline Procedures

a. Personnel are prohibited from using physical punishment in any way for behavior management of students. No form of physical discipline is acceptable. This prohibition includes spanking, slapping, pinching, hitting or any other physical force as retaliation or correction for inappropriate behaviors by students.

b. Personnel are prohibited from using the following techniques for behavior management under any circumstances:

- Isolation, except as needed for the child to gain self-control, and then only under the supervision of an adult, and no longer than 15 minutes
- Withholding food or water
- Degrading punishment
- Work assignments unrelated to a natural or logical consequence without parental consent
- Group punishment for one child's behavior
- Excessive exercise
- Withholding access to contact with parents or guardians
- Withholding or using medications for punishment
- Mechanical restraint such as rope or tape to restrict movement
- Physical restraint

c. Personnel must use positive techniques of guidance, including redirection, positive reinforcement and encouragement rather than inappropriate competition, comparison and criticism.

d. Personnel will have age appropriate expectations and guidelines that minimize the need for discipline.

<u>Supervision of Programs</u>

1. General Monitoring

- Personnel will never leave a student unsupervised.
- Personnel must avoid being alone with a single student where they cannot be observed by others.
- In special programs that require one to one contact, additional safeguards must be in place. Examples of safeguards include surveying of students, contact with students by supervisors and contact logs which are kept by Personnel
- A minimum of two screened adults should be available in each program facility.
- The adult-child ratio should meet state guidelines and should be directly related to the goals of the program, the design of the facility, and the use of other community resources.
- The adult-child ratio should be adjusted for those programs that serve students with

special needs.

- Parents and guardians are encouraged to be part of any and all school activities in which their children are involved. Parents have an open invitation to observe activities in which their children are involved. However, parents who desire to participate in or have continuous, ongoing contact with their child's programs are required to complete the volunteer application process.
- Voices College-Bound Language Academies schools offices will maintain an up to date list of approved Voices College-Bound Language Academies sponsored programs for students. The list will include activities, purpose, sponsors or coordinators of the programs, meeting times and locations.
- Personnel are not permitted to develop new activities for children and youth without approval from the Principal. Requests to develop new activities should be submitted in writing.

2. Facility Monitoring

- All unused rooms, storage areas, and closet doors must be kept locked at all times.
- All unused buildings and areas must be designated, posted and enforced as off-limits to children.
- All students are required to remain in facility areas that are easily viewed by Personnel.
- All facilities are required to utilize open doors, open blinds and windows to allow informal monitoring by passerby, unless safety warrants otherwise.

Reporting of Problems

1. Reporting of Inappropriate Behaviors with Students

a. Because Voices College-Bound Language Academies is dedicated to maintaining a zero tolerance for abuse, it is imperative for every member of this community to participate actively in the protection of children and youth. In the event that Personnel observe any suspicious or inappropriate behaviors on the part of other Personnel, it is their personal responsibility to immediately report their observations. Examples of suspicious or inappropriate behaviors would be policy violations, neglectful supervisions, seeking private time with students, taking students off-premises without adhering to procedures, buying unusual gifts for children and youth, poor role modeling, swearing or making suggestive comments to students. Inappropriate behaviors or policy violations that relate to interactions with students should be reported to the Principal.

b. All reports of suspicious or inappropriate behavior with children
and youth will be taken seriously. Applicable law and Voices College-Bound Language Academies procedures will be carefully followed to ensure that the rights of all those involved are protected.

c. If at any point in gathering information about suspicious or inappropriate behavior, a reasonable suspicion arises that there is a possibility of abuse, the state authorities will be contacted and a report filed.

d. If at any point, policy violations with students are confirmed,
Personnel will be subject to disciplinary action up to and including termination and possible prosecution.

<u>Employee Discipline Procedures</u>

1. It is the policy of Voices College-Bound Language Academies to maintain the highest quality personnel who exhibit exemplary conduct and superior performance. To this end, all Personnel are to be informed by administration of what is expected of them in the performance of their roles, how to conform to Voices College-Bound Language Academies policies and how well their performance meets expectations.

2. When Personnel performance or conduct does not meet expectations of Voices College-Bound Language Academies, it is the responsibility of administration to address the problems (s) in a timely and equitable manner. Violations if the School's policies and rules may warrant disciplinary action, which may take multiple forms, including verbal warnings, written warnings, suspensions or termination. The School's disciplinary system is informal and the School may, in its sole discretion, utilize any form of discipline it deems appropriate under the circumstances, up to and including termination of employment upon the first offense.
3. All documents associated with the discipline procedure are to be retained in the personnel file of the employee.

Smoke-Free Environment

The Charter School maintains a smoke-free environment.
Smoking is not allowed anywhere on Charter School Property. It is the responsibility of each staff member to adhere to this rule, and to inform his or her guests of our non-smoking policy.

Drug-Free Workplace

It is the Network's policy to maintain a drug and alcohol-free workplace. No employee may use, possess, offer for sale or be under the influence of any illegal drugs or alcohol during working hours, including lunch and break periods, in the presence of pupils or on School property at any time.

Engaging in any of the activities above shall be considered a violation of School policy and the violator will be subject to discipline, up to and including termination. The School complies with all federal and state laws and regulations regarding drug use while on the job.

Participation in Recreational or Social Activities

Employees may participate in activities sponsored by or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these activities.

Security Protocols

Be aware of unknown persons loitering in walkways, entrances, and exits of the school and report any suspicious persons or activities to office staff. Secure your classroom or office at the end of each day. When called away from your classroom for an extended length of time, do not leave valuable or personal articles unattended. The security of our facility is directly related to the health and safety of our students and our colleagues. You should immediately notify the Principal when keys are missing or if security access has been breached.

Bloodborne Pathogens Exposure Control Plan

The Principal or designee, shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Principal, or designee, shall establish a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

The Board shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the Charter School's "Exposure Control Plan," employees

having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR 5193) and offered the hepatitis B vaccination.

The Principal, or designee, may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.

Any employee not identified as having occupational exposure in the Charter School's exposure determination may petition to be included in the Charter School's employee in-service training and hepatitis B vaccination program. Any such petition should be submitted to the Principal, or designee, who shall evaluate the request and notify the petitioners of his/her decision. The Principal, or designee, may deny a request when there is no reasonable anticipation of contact with infectious material.

Injury and Illness

In the event of injury, contact the office immediately, a report will be filed and depending upon the condition of the injury, the injured party will be taken to a physician, or hospital, or released on their own. If a staff member is out ill for three (3) consecutive days or more, he/she must submit a doctor's release before returning to school to resume duties.

Reporting an Injury

Staff members are responsible for reporting any job related injury to the Business Manager or Supervisor immediately. Staff will be asked to fill out the Employer's First Report of Injury Form and provided with information regarding seeking medical attention under the Worker's Compensation Plan. Staff should report any injury on a timely basis, even minor injuries not requiring immediate medical attention, so that appropriate records can be kept.

Emergency Plans

Appropriate fire exit and earthquake preparedness drills will be administered monthly. In the case of an actual emergency, teachers are responsible for staying at the school site (or evacuation staging area) until a school director releases them. During an emergency, teachers must always have a roster of students under their direct supervision.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency to office staff or Principal. In addition, all employees should know the local emergency numbers such as 911.

Guests and Visitors

All guests and visitors must report to the main office to sign in and receive a guest pass to enter Voices Academies and should be there only for professional or volunteer reasons. All staff is expected to uphold a professional presence at all times and refrain from inviting personal friends/ visitors

VIII. INFORMATION AND COMMUNICATION

Communication and Technology Policy

All School "Voices" owned communications equipment and technology, including computers, electronic mail systems, voicemail systems, internet access, software, telephone systems, document transmission systems and handheld data processing systems remain the property of the School and are provided to the employee to carry out business on behalf of the School, unless previously authorized for non-business use. Employees have no expectation of privacy in any communications made using School owned equipment and technology. Communications (including any

attached message or data) made using School owned communications equipment and technology are subject to review, inspection and monitoring by the School.

Additionally, the School uses technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography and/or with respect to use by minors, images harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter.

Passwords used in connection with the School's communications equipment and technology are intended to restrict unauthorized use only, not to restrict access of authorized School employees. Therefore, employees are required to provide to the Principal all passwords used in connection with the School's communications equipment and technology any time the employee's passwords are created or change. In addition, employees are required to safeguard their passwords to limit unauthorized use of computers by minors in accordance with the Student Internet Use Policy and Agreement. Employees that do not safeguard their passwords from unauthorized student use, or that allow a student to access computers in violation of the Student Internet Use Policy and Agreement, will be subject to discipline, up to and including termination.

Internet use, unless previously authorized, is for business purposes only. All employees using the internet through the School's communications equipment and technology must respect all copyright laws. Employees are not permitted to copy, retrieve, modify, use, or forward copyrighted materials unless authorized by law or with express written permission of the owner of the copyright. Employees are not permitted to use the School's communications equipment and technology to view visual images that are illegal, obscene, child pornography and/or images harmful to minors.

The e-mail system and internet access is not to be used in any way that may be disruptive, harassing or offensive to others, illegal or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets or anything else that may be construed as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted. The e-mail system and internet access is not to be used in any manner that is against the policies of the School, contrary to the best interest of the School or for personal gain or profit of the employee against the interests of the School. Employees must not use the School's communications equipment and technology for the unauthorized disclosure, use and dissemination of personal information regarding students.

Employees should not attempt to gain access to another employee's email files or voicemail messages without the latter's express permission. Each employee is responsible for the content of the messages sent our using his/her School issued equipment. It is strictly prohibited to use another employee's computer to send messages to create the appearance that they are from that employee, unless that employee expressly authorizes such use.

Employee Blogs/Social Media

If an employee decides to keep a personal blog/social media accounts that discuss any aspect of his/her workplace activities, the following restrictions apply:

- School equipment, including its computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be adhered to;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;
- Employees are not authorized to publish any confidential information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, coworkers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against sexual harassment and retaliation

The School reserves the right to take disciplinary action against any employee whose blog violates this or other School policies.

Soliciting/Conducting Personal Business While on Duty

Employees are not permitted to conduct personal business or solicit personal business for any cause or organization while on-duty, or when the employee being solicited is supposed to be working. This prohibition includes distributing literature and other material. Distribution of materials is also against the School's policy if it interferes with access to facility premises, if it results in litter or is conducted in areas where other employees are working. Entry on the School premises by non-employees is not permitted, unless related to official School business. Solicitation or distribution of written materials by non-employees is strictly prohibited.

Moreover, the School's facilities for handling mail and telephone calls are designed to accommodate School business. Employees should have personal mail directed to their home address and limit personal telephone calls to an absolute minimum. Personal calls should not be made outside the immediate dialing area. Do not use School material, time or equipment for personal projects.

External Communications Policy

Occasionally, employees may be contracted by outside sources requesting information relating to Voices College-Bound Language Academies ("Voices"), including information regarding current or former employees, Voices projects, or other workplace issues. In order to avoid providing inaccurate or incomplete information to outside sources, and the possible negative exposure that may result from providing information about Voices to outside sources, any employee asked to speak for or on behalf of Voices by any outside source should immediately contact the appropriate Voices official, as detailed below:

A. <u>Employment References and Verifications</u>

It is the policy of Voices to truthfully respond to inquiries from prospective employers regarding employees who separate from Voices. Employees contacted by outside sources requesting an employment reference of employment verification for a current or former employee should not provide any information to the requesting individual or organization. Instead, employees should refer the requesting individual or organization to the Human Resource Department. No employee, other than the Human Resource Department, is authorized to provide employment references or

employment verifications for any current or former employee on behalf of Voices.

Verbal recommendations will generally by limited to employee's title(s) and dates of employment. Voices shall not release any additional information, not provide letters of recommendation, unless the employee provides Voices with a signed, completed "Authorization for Release of Information and Waiver of Liability for Employment References" (Appendix A) Voices shall have the sole discretion to determine whether a letter of recommendation will be provided. The Human Resource Department shall be responsible for the preparation of any letters of recommendation. Should verbal comments be made to prospective employers after providing a written letter of recommendation, such comments shall be consistent with the written recommendation.

This policy shall not preclude any Voices employee serving as a personal reference for any current or former Voices Employee. However, personal references may not be providing using Voices letterhead or Voices email account. Further, any employee providing a personal reference must state to the party requesting the reference that he/she is not speaking on behalf of Voices.

B. Media Contacts

Voices will respond to media inquiries in a timely and professional manner only through the designated Voices spokesperson. If an employee is contacted by a representative from any media organization (e.g., television, radio, or newspaper reporters) to speak for or on behalf of Voices, the employee should notify the media representative that he or she is not authorized to make a public comment on behalf of Voices, and immediately refer to media representative to the Community Engagement Strategist. No employee may communicate with media agents on behalf of the Voices without prior authorization from the Chief Executive Officer.

C. Outside Attorneys and Investigators

If an employee is contacted by an outside attorney or investigator regarding Voices operations, including information regarding current or former employees, Voices projects, or other workplace issues, the employee should inform the inquiring party that he/she is not authorized to speak on behalf of Voices and immediately obtain the individual's name and telephone number. The individual's name and telephone number should then be immediately provided to the Chief Executive Office

HARASSMENT COMPLAINT FORM

It is the policy of Voices College-Bound Language Academies ("Voices" or "Academy") that all of its employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors be free from harassment. This form is provided for you to report what you believe to be harassment, so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment.

You may file this form with the Chief Executive Officer or, if the complaint is about the Chief Executive Officer, with the Board Chair.

Please review the Academy's policies concerning harassment for a definition of harassment and a description of the types of conduct that are considered to be harassment.

Voices will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the Academy will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the Academy will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged harasser.

In signing this form below, you authorize Voices to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the Academy will be able to address your complaint to your satisfaction.

Charges of harassment are taken very seriously by the Academy both because of the harm caused to the person harassed, and because of the potential sanctions that may be taken against the harasser. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name:_____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe sexually harassed you or someone else: _____

_____

List any witnesses that were present: _____

_____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

_____

_____

_____

I acknowledge that I have read and that I understand the above statements. I hereby authorize the Academy to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

_____ Date: _____

Signature of Complainant

_____

Print Name

Received by: _____ Date:_____

COMMUNITY COMPLAINT FORM

Name:_____ Address: _____

Telephone Number (day) _____ (evening) _____

Date of alleged incident(s): _____ Who is your complaint against: _____

List any witnesses that were present: _____

Has this been discussed with him/her? If so, when? _____
_____

Have you attempted using the School Conflict Resolution Process? If so, please describe?
_____
_____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible. *Please include all important information such as location, names, dates, and who was present, any verbal statements, what you did to avoid the situation, and who it was reported to initially. Please use additional paper if needed.*
_____
_____
_____
_____
_____
_____
_____
_____
_____

What remedy or action do you suggest?

_____
_____
_____
_____

The following information is listed neither to encourage nor discourage the filings of a complaint. Rather, it is intended to inform you of the possible outcomes of a formal Voices complaint proceedings:

- I understand that Voices may request additional information from me regarding this matter, and I agree that I will provide such information as is available to me. I also understand that as complainant, I may also be required to testify and be subject to cross- examination.

- I understand that while my request resolution of this matter will be carefully considered, the ultimate action taken may ultimately be more or less severe than the remedy I have proposed. In serious situations the information contained in this complaint may be used among other things as a basis for termination of an employee.
- I understand that I may request to withdraw this complaint at any time. However, in the event that Voices views the matter raised in this complaint as being sufficiently serious, Voices may pursue this matter despite my desire not to proceed.

I hereby authorize the Voices Academies to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify the information I have provided in the complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.

Signature: _____ Date: _____

Printed Name: _____

UNIFORM COMPLAINT PROCEDURE FORM

Last Name: _____ First Name/MI: _____

Student Name (if applicable): _____Grade: _____ Date of Birth: _____

Street Address/Apt. #: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____Work Phone: _____

School/Office of Alleged Violation: _____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- ☐ Adult Education
- ☐ American Indian Education
- ☐ Child Development Programs
- ☐ Migrant Education
- ☐ Special Education
- ☐ Pupil Fees
- ☐ After School Education and Safety
- ☐ Consolidated Categorical Aid
- ☐ Child Nutrition
- ☐ No Child Left Behind Programs
- ☐ State Preschool
- ☐ Local Control Funding Formula
- ☐ Agricultural Vocational Education
- ☐ Career/Technical Education
- ☐ Foster/Homeless Youth
- ☐ Regional Occupational Programs
- ☐ Tobacco-Use Prevention Education
- ☐ Lactating Pupils

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

- ❏ Age
- ❏ Ancestry
- ❏ Color
- ❏ Disability (Mental or Physical)
- ❏ Ethnic Group Identification
- ❏ Gender / Gender Expression / Gender Identity
- ❏ Genetic Information
- ❏ National Origin
- ❏ Race or Ethnicity
- ❏ Religion
- ❏ Sex (Actual or Perceived)
- ❏ Sexual Orientation (Actual or Perceived)
- ❏ Based on association with a person or group with one or more of these actual or perceived characteristics

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

2. Have you discussed your complaint or brought your complaint to any Charter School personnel? If you have, to whom did you take the complaint, and what was the result?

_____

_____

_____

_____

_____

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

   I have attached supporting documents. ☐ Yes ☐ No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

Voices College-Bound Language Academies
Executive Director
6840 Via Del Oro, Suite #160
San Jose, CA 95119

Acknowledgment of Handbook and At-Will Employment

This is to acknowledge that I have received a copy of the Voices Academies College-Bound Language Academies 2021-2022. Employee Handbook and I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

_____ _____

Employee's Signature Date

_____

Employee's Printed Name

Coversheet

Approve Safety Plan for Voices Academies 21-22

Section: IV. Board Business: Consent Items
Item: F. Approve Safety Plan for Voices Academies 21-22
Purpose: Vote
Submitted by:
Related Material: Voices Safety Plan 2021-2022 (1).pdf

Voices
College-Bound Language Academies

Safety Plan

2021-2022

Introduction page 3
- Statement of Purpose
- Voices Safe School Vision
- Physical Environment
- School Climate

General Safety Procedures page 8
- Introduction
- Preventing and Intervening: Pupil Aggressive Behavior
- Drug, Alcohol, and Tobacco Free
- Campus Violence Safety Procedures
- School Dress Code Policy
- Mental Health Programs
- Registered Sex Offender Policy
- Personnel-Student Interactions
- Harassment, Intimidation, Discrimination, and Bullying Policy
- Staff Contact List

Health and Safety Requirement Policy page 33
- Tuberculosis Test
- Head Lice
- First-Aid and CPR
- Communicable, Contagious, or Infectious Disease Prevention Policy
- Smoke-Free Environment
- Emergency Drills

Interactions with the Media page 94

Appendices page 95
- A. Monthly School Site Safety Checklist
- B. Classroom Safety Checklist
- C. Employee/Student Minor Incident/Accident Report
- D. Self Harm/Suicide Risk Assessment Form
- E. Complaint and Investigation Procedures
- F. Staff Contact List
- G. Medication Doctor & Parent Authorization Form
- H. Severe Allergy Medical Management Plan Signature Page
- I. Emergency Phone Numbers
- J. Homeland Security Advisory Recommendations

K. School Crisis Response Box Checklist
L. Evacuation Maps
M. Telephone Bomb Threat Reporting Procedure
N. Safety Drill Schedule
O. Student Release/Runner Form
P. Command Center Chart

Introduction

Statement of Purpose

Voices College-Bound Language Academies (Voices) is committed to the safety and security of students, faculty, staff, and visitors on its campus. In order to support that commitment, Voices has thoroughly reviewed and updated the school's emergency mitigation/prevention, preparedness, response, and recovery procedures relevant to natural and human-caused disasters. The comprehensive school safety plan may be evaluated and amended, as needed, but shall be evaluated at least once a year, to ensure that the comprehensive school safety plan is properly implemented.

This plan includes specific courses of action to be taken in case an emergency situation develops. Every employee of Voices is expected to be familiar with this plan in order to carry out his/her responsibilities in an emergency. California law declares that all public employees are "civil defense workers subject to such civilian defense activities as may be assigned to them by their supervisors or by law."

The major objective of emergency preparedness is to save lives and protect property in the event of a disaster.

Voices Safe School Vision

1. Voices will provide a safe, orderly, and secure environment conducive to learning in which students will be safe from both physical and social-psychological harm.
2. Voices will develop a plan to work cooperatively and collaboratively with parents, students, teachers, administrators, counselors, and community agencies, including law enforcement, to provide a safe and orderly school and neighborhood.
3. Voices will create a learning and working environment where parents can be confident that their students are safe and secure.
4. Voices will identify clear procedures for emergencies.
5. Voices is aware of very few conditions on campus that could potentially cause accidental injury to students or staff and the school staff is working hard on preventing accidental injury to all those present on campus (students, staff, parents, etc.).

Physical Environment

The School's Location and Physical Environment

Voices campuses are located in Santa Clara County and West Contra Costa County, some in areas that have a higher poverty level and crime rate. The immediate area around the schools includes single-family dwellings and rental homes. Present safety hazards may include high resident turnover, underemployment, juvenile crime, a high percentage of renters, unsafe public spaces, and gang activity.

Description of School Grounds

Currently, Voices has five separate school sites. The Voices Flagship is in a building at 715 Hellyer Ave, Voices Mount Pleasant is on a shared campus of The Foundation For Hispanic Education 14271 Story Rd., Voices West Contra Costa is in a building at 201 28th St, Richmond, CA 94804, and Voices Morgan Hill is in a building located at 610 Jarvis Dr., and Voices Stockton 321 E Weber Ave., Voices Flagship, Voices Mount Pleasant are completely enclosed by a fence with gates. During the school day, staff members and administrators shall provide campus supervision. Identified problem areas receive increased supervision to reduce discipline, crime, or other school safety concerns.

It shall be the practice of Voices to remove all graffiti from school property before pupils arrive to begin their school day. Other acts of vandalism are promptly addressed.

Maintenance of School Buildings/Classrooms

The school's physical facility is well maintained and generally looks neat and clean. School personnel periodically examine the school's physical facility and help eliminate obstacles to school safety. See Appendix A for a Monthly School Site Safety Checklist. Additionally, health and fire department inspectors contribute to school safety.

The classrooms are monitored for safety and appearance by the administration and individual classroom teachers. See Appendix B for a Classroom Safety Checklist. Teachers and administrators can report facility maintenance issues to the Business Manager or the principal who are responsible for resolving all general as well as urgent maintenance issues. The staff and students take pride in the appearance of the school.

School Support Staff

Voices employs school support staff during recess and lunch as well as a Dean of Culture or Parent Liaison whose jobs are designed to help increase school safety, prevent prohibited offenses, and promote positive student relationships. The staff has developed procedures to monitor the school campus, the surrounding areas, and have designated the safe entrance and exit routes to school. Furthermore, recognizing that pupils are often the first to know of dangerous plans or actions, the

principal at Voices is available for a pupil to safely report troubling behaviors that may lead to dangerous situations.

When it comes to school safety, pupils are taught not to keep secrets. Effective relationships between the principals and their pupils help initiate appropriate investigations, help staff learn of suspects in school offenses and help collect important knowledge about community conflicts that may have an impact on school safety.

Campus Disturbances and Crimes

Voices recognizes that campus disturbances and crimes may be committed by visitors and outsiders to the campus. Several steps have been taken to protect the school, staff, and pupils from safety threats by individuals visiting the campus area. In addition, disputes sometimes occur because of parental custody disputes. The staff at Voices will maintain the student's record custody documentation provided by families and will request assistance from local law enforcement, as needed.

Registration of Visitors/Guests Policy

Posting of Notice

At each entrance to Voices school grounds, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located and what route to take to that office, and setting forth the penalties for violation of this policy.

Conditions for Campus/Classroom Visitation

Voices endeavors to create a safe environment for students and staff. Accordingly, visits during regular school days must be conducted in the manner set forth below:

1. Visits during school hours should first be arranged with the Principal or designee, preferably at least three (3) days in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least three (3) days in advance. Visitors seeking to visit a classroom during school hours must first obtain the written approval of the Principal or designee.
2. All visitors shall register with the front office immediately upon entering any school building or grounds during regular school hours. When registering, the visitor is required to provide his/her name, occupation, purpose for entering school grounds, and proof of identity if requested. For purposes of school safety and security, the Principal or designee may provide a visible means of identification for visitors while on school premises. Visitors must wear visitor lanyard and/or visitor sticker at all times while visiting school site.
3. The Principal or designee may refuse to register a visitor if he or she has a reasonable basis for concluding that the visitor's presence or conduct would:

   a. Disrupt Voices' operations, its students, its teachers, or its other employees;
   b. Result in damage to Voices property (or the property of Voices staff and/or students); or
   c. Result in the distribution or use of unlawful or controlled substances.
4. The Principal or designee may withdraw consent to be on campus whenever there is reasonable basis, in the judgment of the Principal or designee, for concluding that the visitor's presence on school grounds would: disrupt or is disrupting Voices' operations, its students, its teachers, or its employees; endanger Voices property (or the property of Voices staff and/or students); or result in the distribution or use of unlawful or controlled substances.
5. The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds.
6. The Principal or designee may seek the assistance of the police (when appropriate) in dealing with or reporting any visitor in violation of this policy.
7. Visitors may not use electronic listening or recording devices in a classroom without prior written approval by the Principal or designee.

School Climate

School Culture

There is a high level of cohesiveness among the staff members at Voices. In fact, leadership at Voices' schools is a shared process. Cooperation and support between teachers and the administration is evident. The everyday goal is for the staff to be proactive rather than reactive in all situations of concern. The management team is committed to developing Voices toward excellence in the areas of academic and social behavior.

The principal sets a positive tone for the school, guides the staff, and works closely with them on curriculum and school safety issues. The school site's organizational structure is open and flexible, contributing to sensitivity concerning school safety issues and promoting a safe, orderly school environment conducive to learning.

Efforts are made by the administration and staff to show concern for all students. Further, all students are expected to behave in a manner that promotes safety and order. Students are encouraged to bring problems to the Principal, Dean of Culture/Parent Liaison, Business Manager, school support staff, teacher,, or other staff members.

Parent Involvement Policy

Parents have the opportunity and are encouraged to volunteer in a variety of ways. Any regular volunteer that works with children must have a TB test and fingerprint background check. For more information, please see the Parent Involvement Policy.

Classroom Organization and Structure

Voices teachers provide a varied learning environment in their classrooms. Teachers use a variety of teaching strategies including: using projects, presentations, hands-on activities, small group, partner work and whole group configurations, journals, writing, and others.

The teachers at Voices are highly qualified. Classrooms and teachers provide a safe, orderly learning environment, enhance the experience of learning, and promote positive interactions amongst pupils and staff. Instructional time is maximized and disruptions are minimized.

Gather and Analyze Data About School Climate and Community

Voices recognizes that a safe school continually assesses its progress by identifying problems, collecting information regarding progress toward solutions, and by sharing this information with students, families, and the community at large.

Data is collected, reported, and reviewed on all crimes committed on the school campus. The Dean of Culture or Parent Liaison keeps track of office referrals and continuously evaluates these cases in order to identify ongoing issues and create a plan towards reducing these incidents. If needed, office referrals will be escalated to the school Principal

Non-Negotiable Expectations for Voices Students

Voices encourages adherence to the Four Voices Core Values and Two School-site Values.

Core Values:

1. Students in the Forefront
2. Si Se Puede Attitude
3. In LaK'Ech
4. Shared Leadership

School-site Values:

1. Scholarship
2. Activism

The academic and behavior efforts of pupils are recognized and rewarded at school assemblies (Plaza Comunitaria).

Professional Development and Parent/Guardian Education

Voices provides professional development and parent training for teachers and parents. Amongst the goals of such programs are to help students establish and nurture a healthy sense of

self-confidence and self-control, to develop personal and social responsibility and to enhance academic success.

General Safety Procedures

Introduction

Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical and psychological harm. Voices promotes educationally and psychologically healthy environments for all students. Voices recognize there are comprehensive, broad factors directly related to a safe school environment such as the school facility, school programs, staff, parents and the community. Voices further recognizes that safe school practices make major contributions to academic and school improvement efforts.

Although keeping children safe requires a community-wide effort, schools are an important piece of the undertaking to keep children safe. Voices efforts are illustrated below which broaden the safety planning and incorporate an expansive range of strategies and programs in the school safety plan.

Preventing and Intervening: Pupil Aggressive Behavior

Creating a safe school requires having in place many preventive measures for children's mental and emotional problems. Schools can reduce the risk of violence by teaching children appropriate strategies for dealing with feelings, expressing anger in appropriate ways and resolving conflicts.

Staff members at Voices have received training in conflict resolution skills via Safeschools. Voices uses a comprehensive approach to school violence prevention. Pupils are identified in their school career measures shown to be highly effective in identifying students with antisocial and aggressive tendencies. These measures include: (a) number of disciplinary referrals to the office, (b) observed aggressive behavior, and (c) teacher observation.

Discipline Policy

Effective and safe schools develop and consistently enforce, school-wide rules that are clear, broad-based, and fair. School safety is enhanced by the development of a school-wide disciplinary policy that includes a code of conduct, specific rules and consequences that can accommodate student differences on a case-by-case basis when necessary. Discipline consequences should be commensurate with the offense, should be written, applied in a nondiscriminatory manner, and accommodate cultural diversity.

Voices uses both classroom and school-wide discipline codes that clearly communicate the behavioral expectancies and consequences for pupils. Voices has developed plans to promote positive behaviors in the playground, cafeteria, and assembly areas.

See the " Suspension and Expulsion Policy" policy in the Family Handbook.

Notice of Disciplinary History

The appropriate school districts shall provide to the administration of Voices schools information on each pupil who has: (1) during the previous three school years, engaged in any suspendable or expellable act (except *E.C. 48900 (h)*) or *(2)* committed a crime reported to the District by a family member, local law enforcement, Probation Department or social services. In the event of a suspension, the Notice of Suspension is copied to the student's cumulative file. Each year, teachers review the cumulative file of their incoming students, thus ensuring that they will be aware of suspensions within the last three years. Additionally, the principal reviews all incoming cumulative files.

Gang Affiliation

Gang affiliation and gang activity will not be tolerated at Voices. The staff at Voices shall work closely with the local law enforcement / Gang Unit (**Gang Hotline 408-293-GANG (4264), Youth Against Violence Hotline 1 800 680-4264 or 911**)regarding all issues and matters that are gang related. Information from the school and the community shall be communicated to the student's parents, if the pupil begins to make gang affiliations. Appropriate prevention and intervention strategies and programs shall be offered to the families.

Gangs and Graffiti

Students are expected to respect their school and will be required to clean up any graffiti immediately. Any gang affiliated/racist graffiti will be reported to the San Jose Police or Richmond Police Department.

Drug, Alcohol, and Tobacco Free

Voices recognizes the need for a Drug free, Alcohol free and Tobacco free environment. Smoking is prohibited in all Voices buildings, facilities, and vehicles. Voices supports abstinence from alcohol, tobacco, and other drugs for all students in order that their development can reach full intellectual, emotional, social and physical potentials. Students who use, possess, and/or sell controlled substances are subject to disciplinary action, up to and including a recommendation for expulsion. For further information see the Suspension and Expulsion Policy.

Campus Violence Safety Procedures

School staff should follow these guidelines when a fight occurs:

1. Send a reliable student to the office to summon assistance.
2. Speak loudly and let everyone know that the behavior should stop immediately.
3. **Do not intervene or try to break up the fight if the students are in 5th grade or above.**
4. Obtain help from other teachers if at all possible.
5. If students are starting to gather, attempt to get students away from the commotion as quickly as possible.
6. Call out the names of the involved students and let them know they have been identified.
7. For the safety of all students, get additional help from law enforcement personnel if confronted with a serious fight, especially one that involves weapons.
8. Attempt to separate the involved students by speaking to them in an assertive tone of voice. Consider the age and/or size of the students, as well as personal safety, before stepping between/among those involved in an altercation. If successful in separating the students, try to avoid using further confrontational behavior.
9. Remember that no one can "cool down" instantly; give the student's time to talk in a calm setting and gradually change the climate of the situation.

School Staff should follow these guidelines when a riot occurs:

1. The School principal, or his/her designee, should encourage teachers and staff to be sensitive to the emotional climate of the campus and attempt to defuse any tensions prior to the eruption of problems.
2. Notify local law enforcement of the disturbance and meet at a pre-designated site to evaluate the situation.
3. Activate needed emergency plans, which may include:
   a. Instructing office staff to handle communications and initiate lockdown orders.
   b. Informing the Team Z..
   c. Notify transportation to bring appropriate numbers of buses for evacuation or transportation if necessary.
   d. Assign staff a temporary detention facility, such as a gymnasium, to secure students and log information.
   e. Direct a teacher or designee to initiate lockdown and immobilize the campus.
   f. Team Z will brief a representative to meet the media.

g. Assign staff to a pre-designated medical treatment/triage facility.

Assaults

Assaults involve acts of striking or inflicting injury to a person and are regarded as serious matters. Any threat or assault on students or employees should be reported immediately to the School principal, or his/her designee. The school principal (or designee) will determine if law enforcement officials should be notified. If a serious assault occurs, the school principal (or designee) shall:

1. Dial 911.
2. Seek first aid or medical attention, if indicated.
3. Have photographs taken of any injuries.
4. Write down a physical description of the assailant (sex, age, height, weight, race, clothing, and any weapon used) as soon as possible after the incident.
5. Obtain names and telephone numbers of any witnesses.
6. Draft incident report and submit it to the principal, or his/her designee and the Team Z . See Appendix C for Employee/Student Minor Incident/Accident Report.
7. Submit incident report to the local law enforcement, if serious bodily injury has occurred. See Appendix C for Employee/Student Minor Incident/Accident Report.

Civil Disturbance

A civil disturbance is any situation where a person or group of persons disrupts operations or threatens the safety of individuals. In the event of a civil disturbance, the following precautionary measures should be taken:

1. Notify local law enforcement authorities and-Dial 911.
2. If participants enter the building, remain calm and do not provoke aggression. Report disruptive circumstances to school principal, or his/her designee and Team Z.
3. Do not argue with the participant(s).
4. Have all students and employees leave the immediate area of disturbance.
5. If the disturbance is outside the building, remain inside the building, unless instructed otherwise by the principal or police officials. Lock all doors. Stay away from windows and exterior doors.
6. If the disturbance is inside the building, follow procedures for evacuation of the school site.
7. Follow further instructions as police officials and other local law enforcement authorities issue them.
8. Draft incident report for the school principal, or his/her designee. See Appendix C for

Employee/Student Minor Incident/Accident Report.

School Dress Code Policy

School Philosophy

Voices College-Bound Language Academies recognizes the need for students of the School to dress appropriately for school. The School believes that students should focus their energy and attention upon their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students in uniform are easily recognized by all school staff.

General Guidelines

Students will be required to wear a school uniform. See Family Handbook. The code shall allow students to wear sun protective clothing, including hats. Inappropriate apparel and accessories includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment.

Prohibited Conduct and Sanctions

Students who repeatedly violate the School Dress Code may be subject to discipline. Staff should refer to the Employee Handbook for the staff dress code.

Mental Health Programs

The staff of Voices shall identify students in need and bring forth the student and the family to the school's Student Study Team (SST). The staff of Voices shall implement the response plan for suicide detailed below in the Suicide section below in cases where a student exhibits specific characteristics.

Voices will notify parents or guardians of a pupil at least two times during the school year on how to access mental health services at school or within the community. AB 2022 (Chapter 484/2018)—Pupil Mental Health Services: School Notification.

Suicide

Suicide prevention training for staff will be provided and be designed to help staff identify and find help for students at risk of suicide. The training may be offered under the discretion of the Principal and/or Board of Directors and/or in cooperation with one or more community mental health agencies and may include information on:

1. Research identifying risk factors, such as previous suicide attempt(s), history of depression or mental illness, substance abuse problems, family history of suicide or violence, feelings of isolation, interpersonal conflicts, a recent severe stressor or loss, family instability, and other factors.

2. Warning signs that may indicate suicidal intentions, including changes in students' appearance, personality, or behavior.

3. Research-based instructional strategies for teaching the suicide prevention curriculum and promoting mental and emotional health.

4. Voices and community resources and services for students and families in crisis and ways to access them.

5. Voices procedures for intervening when a student attempts, threatens, or discloses the desire to die by suicide.

6. Materials approved by Voices for training shall include how to identify appropriate mental health services, both at the Voices site and within the larger community, and when and how to refer youth and their families to those services.

7. Materials approved for training may also include programs that can be completed through self-review or suitable suicide prevention materials.

Attempted Suicide / Suicide Threat

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly notify the Principal or designee. The Principal or designee shall then notify the student's parent/guardian as soon as possible and may also refer the student to mental health resources at Voices or in the community.

When a suicide attempt or threat is reported, the Principal or designee shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
    a. Securing immediate medical treatment if a suicide attempt has occurred;
    b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
    c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
2. Designate specific individuals to be promptly contacted, for example the Voices counselor, psychologist, nurse, Principal, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.
3. Document the incident in writing as soon as feasible.
4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at Voices.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

    In the event a suicide occurs or is attempted on the Voices campus, the Principal or designee shall follow the crisis intervention procedures contained in Voices safety plan. After consultation with the Principal or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Principal or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Voices staff may receive assistance from Voices counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

    Students shall be encouraged through the education program and in Voices activities to notify a teacher, Principal, another Voices administrator, psychologist, Voices counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

- **ALWAYS TAKE THREATS OF SUICIDE SERIOUSLY**
- CALL 911 for medical assistance.
- Do not leave suicidal person unattended. Send a runner to inform your immediate supervisor or other responsible person, principal/designee.

- The principal/designee will:
    - Contact the parent/guardian, apprise them of the situation and make recommendations. Put all recommendations in writing to the parent/guardian.
- If the student is known to be currently in counseling, the principal/designee will attempt to inform their treatment provider of what occurred and the actions taken.
- If the parent refuses to cooperate, and there is any doubt regarding the child's safety, the school employee who directly witnessed the threat will pursue a 302 involuntary mental health assessment by calling **Santa Clara County Emergency Services at 408-299-2501** or **Contra Costa County Emergency Services at 925-646-4461 or San Joaquin County Emergency Services at 209-953-6200** and ask for a delegate. The delegate will listen to concerns and advise on the course of action. If a 302 involuntary mental health assessment is granted, the first-hand witness will need to be the petitioner, with support from the principal/designee.
- If the county delegate authorizes a 302 mental health assessment, then the county will authorize transportation to the assessment. If a school employee should transport the student, then one school employee should drive and another should be seated next to the student. Do not drive the student in personal vehicles. Do not leave the student alone at any time. Depending on the level of the student's distress, the 302 petitioner (the employee who learned firsthand of the threat) may need to travel in a separate vehicle.

Note: If a threat is made during an after-school program, and no school personnel is available, call **Santa Clara County Crisis Emergency Services at 408-299-2501, Contra Costa County Emergency Services at 925-646-4461, San Joaquin County Emergency Services at 209-953-6200** or **1-800-SUICIDE** or **1-800-273-TALK** for help. Immediately inform the principal of the incident and actions taken.

The law requires that you do only what is reasonable under the circumstances; for example, do not try to remove a gun or other weapon from the person.

Suicidal Act

The first school employee on the scene must call for help from another staff member, locate the individual, and follow school emergency medical procedures, such as calling 911.

- A staff member must notify the principal/designee.
- Staff members should move all other students out of the immediate area and arrange appropriate supervision. Students should not be allowed to observe the scene.
- The principal/designee will involve the Leadership Response Team (LRT) to assist as needed and inform the Team Z.

    - The Leadership Response Team consists of any of the following people:
        - Principal
        - Business Manager
        - Parent Liaison/Dean of Culture
        - Academic Coach
        - Technology Coordinator
    - Teacher informs the office, "I need the Leadership Response Team (LRT)," either by telephone, AT, or student runner.
    - The office drops everything and the LRT mobilizes.
- The principal/designee will contact the parent/guardian and ask them to come to the school or hospital.
- The principal/designee will call for assistance from the Santa Clara County's on-call crisis response team at 408-279-3312, San Joaquin County Emergency Services at 209-953-6200 or Contra Costa Crisis Center - 800-833-2900
- The principal/designee will document in writing all actions taken and recommendations.
- If the student is known to be currently in counseling, the principal/designee will attempt to inform their treatment provider of what occurred and the actions taken.
- The principal/designee will involve the Leadership Response Team (LRT) for follow-up and support.
- The principal/designee will request written documentation from any treating facilities prior to a student's return to school.
- Staff will promptly follow up with any students or staff who might have witnessed the attempt, and contact their parents/guardians. Staff will provide supportive counseling and document all actions taken. Please refer to Appendix D for Voices College-Bound Language Academies Self Harm/Suicide Risk Assessment Form.
- Media representatives should be referred to the appropriate school spokesperson [e.g., COO, or CEO]. School staff should make no statements to the media.

Procedure to Handle the Death of a Student

By far, the worst crisis situation is the death of a student. When a student dies, emotional trauma is a natural occurrence for students, faculty, and staff. A student's death, which occurs on campus, particularly as a result of school violence, is admittedly the most extreme case of trauma for the family and the school community. There is no procedure that fits every scenario; each case requires individual attention. Certainly, there is no prescribed method for dealing with such tragedy; however, the following are suggestions for a school's response to death, particularly death that occurs as a result of school violence:

1. After the initial response, administrators and counselors will meet immediately to review

what has happened. Responding to the psychological needs of both staff and students as soon as possible is the best prevention for the development of post-traumatic stress.

2. Get as much information as possible from the family and ask their permission to share it with the students, faculty, and staff. Ask if they have any objection to students, faculty, and staff attending the funeral.

3. Relay the information to the students in a factual way, careful to avoid breaching the student's or family's privacy. The school principal and a counselor might consider moving from room to room to tell the students what has happened, as developmentally appropriate. They should tell the truth, allow for expression of feelings, and affirm any expressions or feelings the students have. Students need to be told that they may visit a counselor's office for special assistance if they need to talk.

4. If possible, allow a break after telling the students in order to give them an opportunity to express their grief with other students.

5. Upon returning to school, students should be allowed time to discuss their feelings, talk about the deceased, and discuss memories. Give students, faculty, and staff information about the funeral and allow them to attend, provided the family has granted permission.

6. Watch for trouble signs among the students. Be prepared to call in extra counselors if necessary.

Registered Sex Offender Policy

For the protection of students while they are traveling to and from school, attending school, or at a school-related activity, the Governing Board of Voices College-Bound Language Academies ("Voices") has developed the following policy and procedures to ensure Voices principals and their designees respond appropriately as directed by law enforcement when apprised of information that a registered sex offender resides or works within two (2) miles of a Voices school. This policy and procedures include:

1. Each Voices Principal shall serve as a liaison with law enforcement regarding these matters.

2. At the beginning of each school year, each Principal shall contact local law enforcement to coordinate the receipt of information. Law enforcement shall be informed that all notifications and correspondence should be directed to the Principal. A letter shall be sent annually to local law enforcement, identifying the name, phone number, and address of the local Principal.

3. At the beginning of each school year, the Principal of each Voices school shall notify parents/guardians of Voices' willingness and intention to work with law enforcement on this matter and shall explain the appropriate roles and responsibilities of both Voices and law enforcement. This communication shall also explain:

    a. The reporting requirements pursuant to California Penal Code sections 290 and 290.45, including the fact that law enforcement is the agency best able to assess the relative danger of a sex offender.

    b. The ability of parents/guardians to contact law enforcement for additional information and to review the information on Megan's Law Internet Website (available at https://www.meganslaw.ca.gov/)

4. When law enforcement notifies a Voices Principal of the residency or employment of a sex offender within two (2) miles of the Voices campus, the Principal shall consult with law enforcement about the appropriate scope of the disclosure. When authorized by law enforcement, the Principal may disclose information about a sex offender to the following staff at the affected Voices campus:
    a. The Voices Executive Director;
    b. Voices campus supervisors;
    c. Voices bus drivers;
    d. Teachers;
    e. Staff who may be involved in visitor/outsider registration;
    f. Security staff;
    g. Principals and staff at adjacent schools, as appropriate.

5. Further, when law enforcement has determined that parents/guardians should be notified regarding the presence of a sex offender in the community, the Voices Principal shall collaborate with local law enforcement to determine the appropriate response. This response may include:

    a. An article in a Voices or parent council newsletter notifying parents/guardians that law enforcement information about registered sex offenders is available at the local law enforcement agency headquarters and/or at the Voices office. This article shall encourage parent/guardians to contact local law enforcement and access the Megan's Law Internet website for additional information.

    b. A mailing, at law enforcement's expense, prepared by law enforcement, and printed on law enforcement letterhead and envelopes, notifying parents/guardians of the presence of registered sex offender(s). This notification shall encourage parents/guardians to contact local law enforcement and access the Megan's Law Internet website for additional information.

c. A mailing of a letter, at Voices expense, prepared by law enforcement and printed on law enforcement letterhead and envelopes, notifying parents/guardians of the presence of registered sex offender(s). This notification shall encourage parents/guardians to contact local law enforcement and access the Megan's Law Internet website for additional information.

6. Each Voices Principal shall ensure all staff are aware of the following procedures:

   a. Any staff member who receives information directly from law enforcement regarding registered sex offenders shall immediately contact the Voices Principal or Executive Director to help ensure Voices is able to respond appropriately.

   b. If a staff member sees an identified sex offender is seen on or near school grounds or around any student, that staff member should immediately contact the Voices Principal. When the Principal receives such information, he or she will determine whether the suspected registered sex offender has received written permission regarding the dates and times for entry onto school grounds and has a lawful reason to be on campus, is a parent or guardian of a student at the school, and if possible, is actually a registered sex offender. Any such registered sex offender who does not have written permission for the entry onto school grounds, does not have a lawful reason to be on campus, or is not a parent or guardian of a student attending the School, will be promptly directed to leave by the Principal, who will notify law enforcement immediately. Law enforcement may take any appropriate follow up action.

   c. Staff are not permitted to notify any parents or any other members of the community of any information received pursuant to this Policy without the written permission of the Voices Principal.

7. If Voices learns or is notified that a registered sex offender is a parent/guardian of one or more students who attend the School, the Principal should attempt to schedule a meeting with the parent/guardian for the following purposes:
   a. To establish a positive, cooperative working relationship to the extent possible;
   b. To discuss the incident(s) leading to the registration requirement, (Voices recognizes that the parent/guardian is not required to discuss any criminal or personal history with representatives of Voices);
   c. To explain the limitations placed upon the parent's/guardian's participation in school programs, activities or visits, as specified in this policy;
   d. To advise the parent/guardian that the regulations limiting his/her access to children at school will be strictly enforced with the assistance of law enforcement personnel, if required;
   e. To develop joint strategies with the parent/guardian for "normalizing" the

educational experience of his/her children to the fullest extent possible; and

f. To be advised of any judicial restraining orders or conditions of probation or parole that may limit the parent's/guardian's ability to participate in school activities.

8. This meeting shall be held on school grounds unless there is a concern for the safety or welfare of students or staff, and in that event, it may be held at a location within the Principal's discretion. If this meeting with the parent is not held, the Principal shall notify the parent/guardian in writing of the information contained in this Policy. With appropriate written permission outlining the dates and times permission to be on campus has been granted, Voices recognizes the following rights of the parent/guardian to participate in his/her child's education:

    a. To transport his/her child to and from school;

    b. To attend regularly scheduled parent conferences with the teacher, principal or other school official; and

    c. To attend a regularly scheduled school program or activity in which their child is a participant.

9. Voices staff shall provide observation and/or supervision of a parent/guardian registered sex offender who is visiting a school or participating in a school activity, as defined above.

10. The parent/guardian may not extend their presence at Voices beyond what is reasonable to exercise the aforesaid parental rights, and to that end, a registered sex offender shall not:

    a. Serve as a school or class volunteer;

    b. Act as a chaperone on a school field trip;

    c. Be in the presence of children for any reason other than for the parent rights stated herein; and

11. Make individual contact with any student other than his/her own while at school or during a school activity. Voices and its employees shall be immune from liability for the good faith dissemination of sex offender information so long as the dissemination is in the manner and to the extent authorized by law. (Penal Code 290).

<u>Confidentiality</u>

When a parent/guardian is a registered sex offender, Voices will make an effort to preserve the confidentiality of information obtained pursuant to the law enforcement notification process to the fullest degree possible. School officials may share relevant information with employees and

parents/guardians as directed by law enforcement, and will not share any information unless authorized by law enforcement. Under no circumstances is it appropriate to post notices, photographs, or the identity of a parent/guardian registered sex offender on school bulletin boards.

All Voices schools shall cooperate to the fullest extent possible with local law enforcement for receiving, communicating and disseminating information concerning registered sex offenders. Any person who uses registered sex offender information to commit a felony will receive a five-year state prison term; any person who uses registered sex offender information to commit a misdemeanor will be fined at least $500 and not more than $1000.

Staff/Student Interaction Policy

Voices Academies recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the most safe and learning conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, tying, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, spanking, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.
Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or

report the matter to school administrators. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be confidential. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

The purpose of the following lists of unacceptable and acceptable behavior is not to retrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to or may be perceived as inappropriate, or sexual misconduct, or "grooming." Grooming is defined as an act or series of acts by a sexual predator to gain physical and/or emotional control by gaining trust (of staff and/or family and minor) and desensitizing the minor to various forms of touching and other intimate interactions.

Unacceptable Staff/Student Behaviors (Violations of this Policy)
These lists (and any subsequent lists) are not meant to be all-inclusive, but rather, illustrative of the types of behaviors intended to be addressed by this policy.

1. Giving gifts to an individual student that are of a personal and intimate nature.
2. Kissing of any kind.
3. Any type of unnecessary physical contact with a student in a private situation.
4. Intentionally being alone with a student away from the school.
5. Making or participating in sexually inappropriate comments.
6. Sexual jokes/comments with sexual overtones or double-entendres.
7. Seeking emotional involvement with a student for your benefit.
8. Listening to or telling stories that are sexually oriented.
9. Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
10. Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
11. Being alone in a room with a student at school with the door closed.

12. Giving students a ride to/from school or school activities without the express, advance written permission of the Executive Director or Designee and the student's parent or legal guardian.

13. Allowing students at your home and/or in rooms within your home without signed parental permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or designated school volunteer

14. Sending emails, text messages or letters to students if the content is not about school activities
15.

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Retraining a child who is trying to engage in violent or inappropriate behavior is allowed. Only such forces as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

<u>Acceptable and Recommended Staff/Student Behaviors</u>

1. Getting parents' written consent for any after-school activity.

2. Obtaining formal written pre-approval from the Executive Director or Designee to take students off school property for activities such as field trips or competitions, including parent's written permission and waiver form for any sponsored after-school activity whether on or off-campus.

3. E-mails, text-messages, phone conversations, instant messages and other communications to and with students if permitted must be very professional and pertaining to school activities or classes (communication should be initiated via transparent [non-private] school-based technology and equipment). Keeping the door wide-open when alone with a student.

4. Keeping reasonable space between you and your students.

5. Stopping and correcting students if they cross your own personal boundaries including touching legs, or buttocks, frontal hugs, kissing, or caressing.

6. Keeping parents informed when a significant issue develops about a student such as a change in demeanor or uncharacteristic behavior.

7. Keeping after-class discussions with a student professional and brief.

8. Immediately asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.

9. Involving your supervisor in discussion about boundaries situations that have the potential to become more severe (including but not limited to grooming or other red flag behaviors observed in colleagues, written material that is disturbing, or a student's fixation on an adult.

10. Informing your Supervisor about situations that have the potential to become more severe.

11. Making detailed notes about an incident that in your best judgement could evolve into a more serious situation later. Recognizing the responsibility to stop unacceptable behavior of students or coworkers.

12. Asking another staff member to be present or within close supervisory distance, when you must be alone with a student after regular school hours or if you will be alone with any type of special needs student.

13. Asking another staff member to be present when you must be alone with a student after regular school hours.

14. Giving students praise and recognition without touching them.

15. Pats on the back, high fives (hands slapping) and handshakes are acceptable.

16. Keeping your professional conduct a high priority.

17. *Asking yourself if any of your actions, which could be contrary to these provisions, are worth sacrificing your job and career*

This policy does not prevent: 1) touching a student for the purpose of guiding them along a physical path; 2) helping them up after a fall; or 3) engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Retraining a child who is trying to engage in violent or inappropriate behavior is allowed. Only such forces as necessary to defend one's self, another person, or the child or to protect property is legally permitted. Excessive force is prohibited.

Harassment, intimidation, discrimination and bullying policy

Title IX, Harassment, Intimidation, Discrimination and Bullying Policy

Purpose

To provide students with access to an environment that is safe, secure and conducive to learning. This policy provides guidelines for staff and students to follow for the purpose of providing all students with an environment that is focused on learning.

Policy

Voices College-Bound Language Academies ("Voices" or "Charter School") believes all students have the right to a safe and civil learning environment. Discrimination, harassment, intimidation, and bullying are all disruptive behaviors which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Voices prohibits any acts of discrimination, harassment, intimidation, and bullying related to school activity or school attendance. This is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used herein, "discrimination, sexual harassment, harassment, intimidation, and bullying" describe the intentional conduct, including verbal, physical, written communication, or cyberbullying, including cyber sexual bullying, that is based on the actual or perceived characteristics of disability, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, or local law, ordinance, or regulation. In addition, bullying encompasses any conduct described in the definitions set forth here. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, Voices will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated and/or bullied, and will take action to investigate, respond, and address, and report on such behaviors in a timely manner. Voices staff who witness acts of misconduct prohibited by this Policy shall take immediate steps to intervene, so long as it is safe to do so.

Moreover, Voices will not condone or tolerate misconduct prohibited by this Policy by any employee, independent contractor or other person with which Voices does business, or any other individual, student, or volunteer. This Policy applies to all employee, student, or volunteer actions and relationships, regardless of position or gender. Voices will promptly and thoroughly investigate

any complaint of such misconduct prohibited by this Policy and take appropriate corrective action, if warranted.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

Director of Human Capital
6840 Via Del Oro #160,
San Jose, CA 95119
408-791-1609
HR@voicescharterschoool.com

Definitions

Prohibited Unlawful Harassment

- Verbal conduct such as epithets, derogatory jokes or comments or slurs
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis
- Retaliation for reporting or threatening to report harassment
- Deferential or preferential treatment based on any of the protected classes above

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et. seq*; 34 C.F.R. § 106.1 *et. seq*) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by Voices.

Voices is committed to provide a workplace and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against him/her or against another individual.

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
    - Rape, sexual battery, molestation or attempts to commit these assaults and
    - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body

- Unwanted sexual advances, propositions or other sexual comments, such as:
    - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
    - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct
    - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex

- Sexual or discriminatory displays or publications anywhere in the workplace or educational environment, such as:
    - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view at work or the educational environment
    - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and
    - Displaying signs or other materials purporting to segregate an individual by sex in an area of the workplace or educational environment (other than restrooms or similar rooms)

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students that constitutes sexual harassment, hate violence or

creates an intimidating or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
- Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- Causing a reasonable pupil to experience a substantial interference with his or her academic performance.
- Causing a reasonable pupil to experience a substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

* "Reasonable pupil" is defined as a pupil, including, but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the transmission by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
    - Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably

believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

- Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying" above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

An act of "Cyber sexual bullying" including, but not limited to :

- The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Grievance Procedures

Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

Any employee or student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Director of Human Capital
6840 Via Del Oro #160

San Jose, CA 95119
408-791-1609
HR@voicescharterschoool.com

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on anonymous information.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal or physical abuse. Any student who feels she/he is a target of such behavior should immediately contact a teacher, counselor, principal, staff person, or a family member so that she/he can get assistance in resolving the issue.

Voices acknowledges and respects every individual's rights to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

Voices prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this Policy. Such participation shall not in any way affect the status, grades or work assignments of the reporter.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment in the workplace as required by law.

Investigation

Upon receipt of a report of misconduct prohibited by this Policy from a student, staff member, parent, volunteer, visitor or affiliate of the Charter School, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, he or she will inform the complainant and

any other relevant parties and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the Coordinator or administrative designee reveal confidential student information related to other students, including the type and extent of discipline issued against such students.

All records related to any investigation of discrimination, harassment, intimidation or bullying will remain in a secure location in the Main Office of the Charter School.

Consequences

Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action, up to and including suspension and/or expulsion or termination.

Uniform Complaint Procedures

When harassment or bullying is based upon one of the protected characteristics set forth in this Policy, a complainant may also fill out a Uniform Complaint Procedures ("UCP") complaint form at any time during the process, consistent with the procedures laid out in this Handbook. In those instances when the complaint filed also requires investigation under the Uniform Complaint Procedures, such investigation will be undertaken concurrently.

Appeal

Should the Complainant find the Coordinator's resolution unsatisfactory, he/she may within five (5) school days of the date of resolution, file an appeal with the Designated Appeals Committee. In such cases, at least three (3) certificated Voices employees who are unfamiliar with the case and who have been previously designated and trained for this purpose shall be assembled to conduct a confidential review of the Complainant's appeal and render a final disposition.

Staff Contact List

When an emergency situation occurs, contact the school office staff immediately so that they may determine what type of response is necessary. Please refer to Appendix F for the school's staff contact list.

Health and Safety Requirements Policy

The School "Voices" is committed to providing and maintaining a healthy and safe work environment for all employees. Employees are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. Employees are required to immediately report to your supervisor any potential health or safety hazards and all injuries or accidents. In compliance with Proposition 65, the School will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Tuberculosis Test

Except for employees transferring from other schools, no person shall be employed by the School unless the employee has submitted proof of an examination within the past 60 days that the employee is free of active tuberculosis. Employees transferring from other public or private schools within the State of California must either provide proof of an examination within the previous 60 days or a certification showing that he or she was examined within the past four years and was found to be free of communicable tuberculosis. It is also acceptable practice for the employee's previous school employer to verify that it has a certificate on file that contains the showing that the employee was examined within the past four years and was found to be free of communicable tuberculosis.

The tuberculosis test shall consist of an approved intradermal tuberculin test, which if positive shall be followed by an X-ray of the lungs.

All employees shall be required to undergo the foregoing examination at least once every four (4) years, excepting "food handlers" who shall be examined annually. After such examination, each employee shall cause to be on file with the School a certificate from the examining physician showing the employee was examined and found free from active tuberculosis.
The cost of the examination required of existing employees shall be a reimbursable expense. Employees should follow the School's reimbursement procedures. The County Health Department may provide skin testing to employees at regular intervals at no cost to the employee. The school will have three recommended providers and shall reimburse costs at the maximum of recommended provider's rate. The availability of this testing may be announced by the School.

This policy shall also include student teachers serving under the supervision of a designated master teacher and all substitute employees.

Fingerprinting

The Executive Director or Designee shall review Department of Justice reports on prospective employees, contractors, and volunteers to determine whether an employee may be employed in accordance with Education Code Section 44237, 44830.1 or 45125.1, except with respect to her or himself, in which case the Chair of the Charter School Board will review.

It is the policy of the Charter School to require fingerprinting and background checks for its employees as required by law prior to employment at the Charter School. All prospective employees must abide by all applicable laws and agree to abide by the policies of the Charter School, including the submission of fingerprints and an approval for the Charter School or its designee to perform background checks.

The Charter School shall also fingerprint and background check regular school volunteers and occasional volunteers at the discretion of the principal, prior to volunteering at the Charter School. A school volunteer is defined as an individual working under the direction of a paid Charter School employee to provide a service without compensation on campus while working with or around children. Campus volunteers must abide by all applicable laws and agree to abide by the policies of the Charter School, including the submission of fingerprints and the approval for the Charter School or its designee to perform background checks. The fingerprints will be sent to the Department of Justice for the purpose of obtaining a criminal record summary. Fingerprinting and Criminal Records Summaries will be required annually, at the beginning of each school year. This requirement is a condition of obtaining clearance to volunteer in contact with any Charter School students.

Additionally, the Charter School may, on a case-by-case basis, require that the employees of an entity providing contract services comply with the requirements for fingerprinting, unless the Charter School determines that the employees of the entity will have limited contact with pupils. In determining whether a contract employee will have limited contact with pupils, the Charter School must consider the totality of the circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or under the supervision of Charter School personnel.

Procedures for Background Checks

As a condition of employment, the School requires all applicants for employment to submit two sets of fingerprints to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and Federal Bureau of Investigation. The School will not employ a person who has been convicted of a violent or serious felony or a person who would be prohibited from employment by a public school district because of his or her conviction for any crime, unless an applicable exception applies. The School will not employ any applicant until the Department of Justice completes its check of the state criminal history file as

provided by law. The School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

First-Aid and CPR Training

All individuals working unsupervised with children or in a classroom setting (i.e. core teachers, advisors, non-core teachers, principal) must receive, renew, and maintain basic first-aid and CPR certification by the first day of school for students.

All new teachers are required to complete one approved three-hour course in Cardiopulmonary Resuscitation (CPR) and one approved three-hour course in first aid before the first official day of school. All continuing teachers are required to take a refresher course in both CPR and first aid. Teachers will make their own arrangements for such training and will provide documentation of completion and cost to the school. As allowed by the school's budget, the school may reimburse the teacher for the cost of the course(s) up to a maximum of $75.00 for a 6-hour CPR/First Aid course, and up to $40.00 for a CPR refresher course.

Child Abuse Reporting

Any employee or other mandated reporter who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to the San Jose Police Department, any other police department, sheriff's department, county probation department if designated by the county to receive such reports, or the county welfare department.

Mandated reporters of child abuse include but are not limited to teachers, instructional aides, teacher's aides or assistants, classified employees, certificated pupil personnel employees, administrators and employees of a licensed day care facility, Head Start teachers, school police or security officers, administrators, and/or presenters or counselors of a child abuse prevention program.

Child abuse or neglect includes the following:

1. A physical injury inflicted in a manner other than accidental means on a child by another person.
2. Sexual abuse of a child as defined in Penal Code 11165.1.
3. Neglect as defined in Penal Code 11165.2.
4. Willful cruelty or unjustifiable punishment of a child as defined in Penal Code 11165.3.
5. Unlawful corporal punishment or injury resulting in a traumatic condition as defined in Penal Code 11165.4.
6. Abuse or neglect of a child in out-of-home care, including at school, as defined in Penal Code 11165.5.

Mandated reporters are required to report instances of child abuse when the mandated reporter has a "reasonable suspicion" that child abuse or neglect has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect.

Child abuse should be reported immediately or as soon as practically possible by phone to the San Jose Police Department or child protective services. The phone call must be followed by a written report prepared by the employee within thirty-six (36) hours, which may be sent by fax or electronically. There is no duty for the reporter to contact the child's parents.

When the telephone report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received. The reporting duties are individual and cannot be delegated to another person. Reporting the information to an employer, supervisor, Principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, the report may be made by a member of the team selected by mutual agreement, and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

Within 36 hours of receiving the information concerning the incident, the mandated reporter shall prepare and send to the appropriate agency a written report which includes a completed Department of Justice form. (Penal Code 11166, 11168) Mandated reporters may obtain copies of the form from either the school or the appropriate agency or go online to http://ag.ca.gov/childabuse/forms.php#doj.

Reports of suspected child abuse or neglect shall include, if known:

a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter.

b. The child's name and address, present location and, where applicable, school, grade, and class.
c. The names, addresses, and telephone numbers of the child's parent/guardians.
d. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information.
e. The name, address, telephone number, and other relevant personal information about the person(s) who might have abused or neglected the child.

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

Information relevant to the incident of child abuse or neglect may also be given to an investigator from an agency that is investigating the case. (Penal Code 11167)
Employees reporting child abuse or neglect to the appropriate agency are encouraged, but not required, to notify the Principal or designee as soon as possible after the initial telephone report to the appropriate agency.

The Principal or designee so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the Principal may assist in completing and filing these forms.

The mandated reporter shall not be required to disclose his/her identity to the Principal. He/she may provide or mail a copy of the written report to the Principal or designee without his/her signature or name.

Communicable, Contagious, or Infectious Disease Prevention Policy
The Charter School recognizes its shared responsibility with the home and the community to promote appropriate disease prevention procedures in the handling and the cleaning up of blood and body fluids.

The Board desires to protect the entire school community without segregation, discrimination or stigma. Accordingly, infectious disease prevention shall be taught regardless of whether a student or adult is known to have an identified infectious disease.

All students and employees shall be provided appropriate periodic instruction in basic procedures recommended by the State Department of Education and other public health agencies and associations.

Incidence and transmission of communicable diseases will be further limited through a rigorous program of immunization and health screening required of all students, faculty, and staff. (See

"Immunizations/Physical Exams" Policy.) Students found to have communicable diseases will be included in all activities deemed by a physician to present no hazard of infection to other students.

Smoke-Free Environment

The Charter School maintains a smoke-free environment.

Smoking is not allowed anywhere on Charter School property. It is the responsibility of each staff member to adhere to this rule, and to inform his or her guests of our non-smoking policy.

Exposure Control Plan For Bloodborne Pathogens

The Principal or designee, shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Principal, or designee, shall establish a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

The Board shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the Charter School's "Exposure Control Plan," employees having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR 5193) and offered the hepatitis B vaccination.

The Principal, or designee, may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.

Any employee not identified as having occupational exposure in the Charter School's exposure determination may petition to be included in the Charter School's employee in-service training and hepatitis B vaccination program. Any such petition should be submitted to the Principal, or designee, who shall evaluate the request and notify the petitioners of his/her decision. The Principal, or designee, may deny a request when there is no reasonable anticipation of contact with infectious material.

Medical Emergency Procedures

Medical Emergency Reporting ProcedureMedical emergencies and accidents can occur at any time and may involve a student or employee. Some emergencies may only require first aid care, while others may require immediate medical attention. When in doubt, it is better to err on the side of caution and dial 911.

1. Medical emergencies involving any student or employee must be reported to the school principal, or his/her designee.
2. Dial 911 or direct someone to do so, provide the following information
   a. School name and phone number
   b. Building address including nearest cross street(s)
   c. Exact location within the building
   d. Your name and phone number
   e. Nature of the emergency
   f. Do not hang up until advised to do so by dispatcher
3. Send a runner to notify the school office that an individual has been injured and an ambulance has been called.
4. Ask someone to dispatch a first aid/CPR trained employee to the victim.
5. Stay calm. Keep the victim warm with a coat or blanket. Do not leave a person unattended.
6. Do not move the victim unless there is danger of further injury.
7. Do not give the victim anything to eat or drink.
8. Draft a written incident report and submit it to the School principal, or his/her designee, before the end of the next workday. See Appendix C for Employee/Student Minor Incident/Accident Report.

Medical Emergency General Guidelines

For minor accidents, use a first aid kit in the classroom.
If a child complains of **illness**, question him/her to determine severity.

a. For minor illness, have the child rest head on desk for 10 to 15 minutes. If he/she still complains, send him/her with a note to the front office (or call office for escort).
b. If a student is too ill to walk to the office, call the front office for immediate help and explain the severity of the situation.

If a child has **convulsions**:

a. Keep calm
b. Attempt to ease him/her to the floor so he/she will not fall and injure him/herself
c. Turn his/her head to one side so his/her tongue will not block his/her airway
d. Do not attempt to insert anything in his/her mouth
e. Send someone to the office or call the office for assistance

Chemical Burns of skin or eyes should be flushed with large quantities of water at the nearest source. Then send or call the office.

Insect Bites:
a. Remove stinger if possible.
b. Apply cold, wet towel
c. Send to office if systemic symptoms occur (labored breathing, swelling of entire body, etc.)

If a **Tooth is displaced** by traumatic injury, wrap the tooth in moist gauze. Send tooth with injured child to the office. Office needs to call parent immediately.

Playground Accidents:
a. Render first aid on the playground if necessary
b. If the child is mobile, take them to office
c. If a stretcher is needed, call 911

In addition, the Red Cross offers the following guidelines:

RESCUE BREATHING	● Tap shoulder and shout, “Are you ok?” ● Call 911 if no response ● Open airway: tilt head back slightly, lift chin ● Check for breathing: check quickly for no more than 10 seconds ● If no breathing, give 2 rescue breaths o Tilt head back and lift the chin up o Pinch the nose shut, then make a complete seal of child’s mouth o Blow in for about 1 second to make the chest clearly rise o Give rescue breaths one after the other Rescue breathing count: **Adult:** 1 breath every 5 seconds **Child:** 1 breath every 3 seconds **Infant:** 1 breath every 3 seconds
Nose Bleed	● Put on disposable gloves ● Sit, leaning slightly forward ● Pinch the nose shut for about 10 minutes ● Apply ice or a cold pack that has been wrapped in cloth or towel to the bridge of the nose ● If the bleeding does not stop: o Apply pressure on the upper lip just beneath the nose o Call or have someone else call 911
Wounds	If minor: ● Put on disposable gloves ● Have victim sit down ● Wash wound ● Apply bandage ● Apply ice, if desired If severe:

	● Put on disposable gloves
	● Have person sit or lie down
	● Control bleeding by:
	  o Covering the wound with a dressing and firmly pressing against the wound with a gloved hand until the bleeding stops
	  o Applying a pressure bandage over the dressing to maintain pressure on the wound and to hold the dressing in place
	  o If blood soaks through the bandage, do not remove the blood-soaked bandages. Instead, add more dressings and bandages, and apply additional direct pressure.
	● Continue to monitor the person's condition. Observe the person closely for signs that may indicate that person's condition is worsening, such as faster or slower breathing, changes in skin color, and restlessness
	● Care for shock. Keep person from getting chilled or overheated
	● Have person rest comfortably and provide reassurance
	● Wash your hands immediately after giving care, even if you wore gloves

Choking	If unable to: Breathe, Cough, Speak then:
	● Give 5 back blows: Bend the person forward at the waist and give 5 back blows between the shoulder blades with the heel of one hand.
	● Give 5 abdominal thrusts:
	  o Place a fist with the thumb side against the middle of the person's abdomen, just above the navel.
	  o Cover your fist with your other hand.
	  o Give 5 quick, upward abdominal thrusts.
	● Continue care: Continue sets of 5 back blows and 5 abdominal thrusts until the:
	  o Object is forced out
	  o Person can cough forcefully or breathe
	  o Person becomes unconscious

Electric Shock	● Do NOT touch individual if they are still in contact with the

	electrical source ● Turn off source of electricity, if possible ● Call 911

Severe Allergic Reaction (Anaphylaxis)

Anaphylaxis is a severe and sudden allergic reaction. It occurs when a person is exposed to an allergen to which they are sensitive. The most common allergens or trigger substances that may cause anaphylaxis in school-aged children are:

- peanuts
- tree nuts
- fish
- shellfish
- egg
- cow's milk
- sesame
- soy
- insect stings
- latex
- certain medications. Note that the school may only administer medication upon the receipt of parent and physician authorization. See Appendix G for the Authorization to Administer Medication form.

Anaphylaxis is potentially life threatening and always requires an emergency response.

It is therefore critical that school staff, parents and caregivers are confident about the management and treatment of students who have been diagnosed by a medical practitioner as being anaphylactic or potentially anaphylactic.

Symptoms and signs of anaphylaxis

The symptoms and signs of anaphylaxis, usually but not always, occur within the first 20 minutes after exposure but in some cases can be delayed up to 2 hours or more. Rapid onset and development of potentially life-threatening clinical effects are characteristic markers of anaphylaxis.

Symptoms and signs of anaphylaxis (a severe allergic reaction) may include one or more of

the following:

- Difficulty and/or noisy breathing
- Swelling of the tongue
- Swelling or tightness in the throat
- Difficulty talking or hoarse voice
- Wheeze or persistent cough
- Dizzy/light headed
- Loss of consciousness and/or collapse
- Pale and floppy (young child)

Symptoms and signs of a mild to moderate allergic reaction may include one or more of the following:

- Tingling of the mouth
- Hives, welts or body redness
- Swelling of the face, lips, eyes
- Vomiting, abdominal pain

Emergency treatment procedures – Immediate Reaction Required

For students WITH an Action Plan for Anaphylaxis

- Follow emergency response plan as outlined in a student's Severe Allergy Medical Management Plan
- If Action Plan indicates the use of an Epinephrine auto injector (EpiPen), trained staff shall administer the EpiPen
- Seek urgent medical assistance – call an ambulance (tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
- If unconscious and no pulse is evident, commence CardioPulmonary Resuscitation (CPR) and continue until ambulance arrives
- Contact parents/caregivers
- Maintain airway, breathing and circulation at all times
- Maintain close observation for possible relapse while waiting for ambulance or medical assistance.

For students WITHOUT Severe Allergy Medical Management Plan

California Education Code (EC) Section 49414, as amended by Senate Bill 1266, effective January 1, 2015,[5] *requires school districts to provide emergency epinephrine auto-injectors to school nurses or trained personnel who have volunteered, and provides that school nurses or trained personnel who have volunteered may use epinephrine auto-injectors to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction.*[6]

Severe allergic reactions or anaphylaxis can occur when there is no history of known allergies. This situation should be treated as an emergency. Under these circumstances there will be no Action Plan. Recognition of the symptoms and/or signs as being anaphylactic may also be a problem. The following steps should be followed:

- A trained staff member or volunteer shall administer the Epinephrine Auto-Injector (EpiPen)
- Seek urgent medical assistance – call an ambulance (if suspected, tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
- Lay the person flat and elevate the legs if the person is dizzy or seems confused or has a reduced level of consciousness, unless this makes it more difficult for the person to breathe
- Follow standard resuscitation measures if there is no pulse, no breathing or loss of consciousness – if oxygen is available give at a high flow rate.
- Contact parents/caregivers
- Maintain airway, breathing and circulation at all times
- Maintain close observation for possible relapse while waiting for ambulance or medical assistance.

Severe Allergy Medical Management Plan

Steps in the Emergency Use of an Epinephrine Auto-Injector (EpiPen):

1. Determine if anaphylaxis is suspected. Anaphylaxis usually, but not always, occurs right after exposure to an allergen. Frequently anaphylaxis occurs in individuals who have a history of a previous reaction. If there is uncertainty about the diagnosis, but there is a reasonable probability that it is anaphylaxis, then treat as anaphylaxis.
2. **If anaphylaxis symptoms occur, call 911 or activate the emergency medical system (EMS). Stay with the victim.** Have others notify the paramedics, school nurse, parents and principal/designee immediately.
3. Have the victim sit down. Reassure the victim and avoid moving him or her. Calming reduces the distribution of the allergen in the body.
4. **Prepare to administer EpiPen.**
   a. For students in second grade or below, or if less than 55 lbs, use **White label** EpiPen Jr (0.15

mg)

b. For adults and students in third grade or above, or if more than 55 lbs, use **Yellow label** EpiPen (0.30 mg). The EpiPen acts immediately; however the effects last only 10 -15 minutes. *Make sure someone has called **911**.*

5. EpiPen Administration Procedure:

Grasp the EpiPen and form a fist around the unit. With the other hand, pull off the GRAY Safety Cap.

a. **Hold the black tip near the outer thigh. Never put thumb, fingers, or hand over the black tip.** (If an accidental injection occurs, go immediately to the nearest hospital emergency room.)
b. **Swing and jab the black tip firmly into the OUTER BARE THIGH so that the auto-injector is perpendicular (at a 90° angle) to the thigh. You will hear a click.** (The EpiPen can be injected through the victim's clothing, if necessary.)
c. **Hold the EpiPen firmly in place for 10 seconds, and then remove it from the thigh.** (After the injection, the victim may feel his or her heart pounding. This is a normal reaction.)
d. **Remove the EpiPen and massage the injection area for several seconds.**
e. **Check the black tip:**
    - If the needle is exposed, the dose has been delivered
    - If the needle is not exposed, repeat steps b through e
f. **Dispose of the EpiPen in a "sharps" container or give the expanded EpiPen to the paramedics.**
g. **Call 911, if not previously called.**

6. If the anaphylactic reaction is due to an insect sting, remove the stinger as soon as possible after administering the EpiPen. Remove stinger quickly by scraping with a fingernail, plastic card or piece of cardboard. Apply an ice pack to sting area. Do NOT push, pinch, or squeeze, or further imbed the stinger into the skin because such action may cause more venom to be injected into the victim.
7. Observe the victim for signs of shock. Cover the victim with a blanket, as necessary, to maintain body temperature and help to prevent shock.
8. Monitor the victim's airway and breathing. Begin CPR immediately if the victim stops breathing.
9. Take the victim's vital signs (if trained to do so) and record them. Duplicate the emergency card for the paramedics. When paramedics arrive tell them the time EpiPen was administered and the dose administered. If EpiPen has not been disposed of in a sharp's container, give the

expanded EpiPen to the paramedics.

10. **If symptoms continue and paramedics do not arrive, use a new EpiPen and re-inject 15 to 20 minutes after initial injection.** Continue to monitor the victim's airway and breathing.
11. Follow-up medical care should be obtained at the emergency room or from the victim's physician. A second delayed reaction may occur up to 6 hours after the initial anaphylaxis.
12. Document the incident and complete the accident/incident report. See Appendix C for Employee/Student Minor Incident/Accident Report. Include in the documentation the date and time EpiPen was administered, the victim's response, and additional pertinent information. Send a copy of the report to the school nurse.

Quick Reference:

- DO NOT HESITATE to administer Epipen and to call 911 even if the parents cannot be reached.
- Call 911 immediately. 911 must be called if Epipen is administered.
- Advise 911 dispatch that the student is having a severe allergic reaction and Epipen is being administered.
- Student should remain quiet with a staff member at the location where the symptoms began until EMS arrives.
- Provide a copy of the Severe Allergy Plan to EMS upon arrival. See Appendix H for Severe Allergy Medical Management Plan Signature Page.
- Notify the administrator and parent/guardian.
- Call the CDE's School Health Connections Office at 916-319-0914.

Automated External Defibrillator (AED)

Steps in the Emergency Use of an Automated External Defibrillators (AED) during sudden cardiac arrest.

Before Using the AED

These AED steps should be used when caring for a non-breathing child aged 8 or older who weighs more than 55 pounds, or an adult.

After checking the scene and ensuring that the person needs help, you should ask a bystander to

call 911 for help, then:

1. Turn on the AED and follow the visual and/or audio prompts.
2. Open the person's shirt and wipe his or her bare chest dry. If the person is wearing any medication patches, you should use a gloved (if possible) hand to remove the patches before wiping the person's chest.
3. Attach the AED pads, and plug in the connector (if necessary).
4. Make sure no one is, including you, is touching the person. Tell everyone to "stand clear."
5. 5Push the "analyze" button (if necessary) and allow the AED to analyze the person's heart rhythm.
6. If the AED recommends that you deliver a shock to the person, make sure that no one, including you, is touching the person – and tell everyone to "stand clear." Once clear, press the "shock" button.
7. Begin CPR after delivering the shock. Or, if no shock is advised, begin CPR. Perform 2 minutes (about 5 cycles) of CPR and continue to follow the AED's prompts. If you notice obvious signs of life, discontinue CPR and monitor breathing for any changes in condition.

Resuscitation Orders

School employees are trained and expected to respond to emergency situations without discrimination. If any student needs resuscitation, staff shall make every effort to resuscitate him/her.

Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such Advance Directives shall not be communicated to staff. The principal, or designee, shall ensure that all parents/guardians are informed of this policy.

Emergency Response Plan

The intent of this plan is to clarify school procedures in the case of an emergency. The objectives of our plan are the following:

1. To provide for action which will minimize injuries and loss of life of students and school and emergency personnel if an emergency occurs during school hours;
2. To provide for maximum use of school personnel and school facilities;
3. To ensure the safety and protection of our students and school personnel immediately after a disaster;
4. To arrange for a calm and efficient plan for parents/guardians to retrieve their children from school, should it be necessary, following a disaster.

To meet these objectives, in the event a disaster should occur when children are at school, the following action plan would be implemented.

Initial Response to Emergencies

School personnel are usually first on the scene of an emergency situation within the school. They will normally take charge and remain in charge of the emergency until it is resolved and will transfer command and incident management to the appropriate emergency responder agency with legal authority to assume responsibility. They will seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate. **However, at no time will school officials transfer responsibility for student care.**

When an emergency situation occurs, school personnel must quickly determine what initial response actions are required. Determining the appropriate actions to take is a three-step process:
1) identify the type of emergency;
2) identify the level of emergency; and
3) determine immediate action(s) that may be required. Each of these steps is discussed in the following sections.

Identify Type of Emergency

The first step in responding to an emergency is to determine the *type* of emergency that has occurred. Emergency procedures for the types of emergencies listed below are provided herein.

Fire on School Grounds
Earthquake
Bomb Threat
Intruder, Hostage Taking, Lockdown
Severe Weather
Extended Power Loss
Poisoning, Chemical Spills, Hazardous Materials
Biological or Chemical Attack
Radiation Threat
Armed Assault on Campus
Drive-by Shooting
Air Pollution / Smog
Fallen Aircraft
Explosion
Unlawful Demonstration/Walkout
Emergency phone numbers can be found at Appendix I.

In identifying the type of emergency, Voices will follow the Homeland Security Advisory Recommendation (see Appendix J), as necessary.

Identify Level of Emergency

The second step in responding to an emergency is to determine the *level* of the emergency. For schools, emergency situations can range from a small fire to a major earthquake. To assist schools in classifying emergency situations, a three-tiered rating system is described below.

Level 1 Emergency: A *minor* emergency that is handled by school personnel without assistance from outside agencies, e.g., a temporary power outage, a minor earthquake, or a minor injury in the play yard.

Level 2 Emergency: A *moderate* emergency that requires assistance from outside agencies, such as a fire or a moderate earthquake, or a suspected act of terrorism involving the dispersion of a potentially hazardous material, e.g., “unknown white powder”.

Level 3 Emergency: A *major* emergency event that requires assistance from outside agencies such as a major earthquake, civil disturbance or a large-scale act of terrorism. For Level 3 emergencies,

it is important to remember that the response time of outside agencies may be seriously delayed.

Notification Procedures

1. In case of an emergency at any school facility, the flow of information after calling 911, shall be from the school principal to the Voices Team Z office. Information should include the nature of the incident and the impact on the facility, students and staff.

2. In the event of a fire, anyone discovering the fire shall activate the building fire alarm system. Unless there is a lockdown incident or a shelter in place incident in progress, the building shall be evacuated. In the event that a lockdown or shelter-in-place incident is in progress, the evacuation shall be limited to the area immediately in danger from the fire.

3. In the event the Voices main office is in receipt of information, such as a weather warning that may affect a school within Voices, the information shall be provided to the school principal.

Determine Immediate Response Actions

Once the type and extent of an emergency have been identified, school personnel can determine if an *immediate response action* is required. The principal/designee will be responsible for activating the school emergency operations plan and the initial response. The most common immediate response actions initiated during school emergencies are:

Duck and Cover
Shelter-In-Place
Lockdown
Evacuate Building
Off-Site Evacuation
All Clear

Immediate Response Actions

Duck and Cover
This action is taken to protect students and staff from flying or falling debris.

Description of Action
1. This action is to be taken immediately in case of an earthquake once shaking is perceived

by the teachers and staff, even without the initial announcement by the principal.

2. If possible, the principal will make the following announcement on the PA system. If the PA system is not available, the principal or designee will use other means of communication, i.e., sending messengers to deliver instructions. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

> "YOUR ATTENTION PLEASE. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME SEISMIC ACTIVITY. FOR EVERYONE'S PROTECTION, ALL STUDENTS SHOULD FOLLOW STAFF DUCK AND COVER PROCEDURES, WHICH MEANS YOU SHOULD BE IN A PROTECTED POSITION UNDER A TABLE OR DESK, AWAY FROM WINDOWS AND ANYTHING THAT COULD FALL AND HURT YOU. HOLD THIS POSITION UNTIL THE SHAKING STOPS OR YOU ARE GIVEN FURTHER INSTRUCTIONS."

3. If inside, teachers will instruct students to duck under their desks and cover their heads with their arms and hands.
4. If outside, teachers will instruct students to drop to the ground, place their heads between their knees, and cover their heads with their arms and hands.
5. Teachers and students should move away from windows.

Shelter-in-Place

This action is taken to place and/or keep students indoors in order to provide a greater level of protection from airborne contaminants in outside air. Shelter-in-Place is implemented when there is a need to isolate students and staff from the outdoor environment, and includes the shutdown of classroom and/or building HVAC systems. During Shelter-in-Place, no one should be exposed to the outside air.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building. However, classes in bungalows and buildings with exterior passageways will have to remain in the classroom.

Description of Action

1. The principal will make the following announcement on the PA system. If the PA system is not available, the principal will use other means of communication, i.e., sending

messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU."

2. If inside, teachers will keep students in the classroom until further instructions are given.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should consider the location and proximity of the identified hazard and, if necessary, proceed to an alternative indoor location.
4. Teachers are responsible to secure individual classrooms whereas the Business Manager will assist in completing the procedures as needed: shut down the classroom / building(s) HVAC system; turn off local fans in the area; close and lock doors and windows; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.

Lockdown (or "Code Red")

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lockdown, students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building.

Description of Action

1. The principal will make the following announcement on the PA system. If the PA system is not available, the principal will use other means of communication, i.e., PHONES, TEXT, ETC. DO NOT SEND messengers to deliver instructions IN CODE RED SITUATION. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCKDOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE TO THE NEAREST BUILDING OR CLASSROOM."

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium).
4. Custodian will check and lock all bathrooms.
5. Teachers and students will remain in the classroom or secured area until further instructions are given by the principal or law enforcement.
6. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, shall be allowed on campus.

Evacuate Building

This action is taken after the decision is made that it is unsafe to remain in the building.

Description of Action

1. The principal will make the following announcement on the PA system. If the PA system is not available, the Principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN EVACUATION OF ALL BUILDINGS. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM."

2. The principal will initiate a fire alarm.
3. Teachers will instruct students to evacuate the building, using designated routes, and

assemble in their assigned *Assembly Area*.

4. Teachers will take the student roster when leaving the building and take attendance once the class is assembled in a safe location.
5. Once assembled, teachers and students will stay in place until further instructions are given.

Off-Site Evacuation

This action is taken after a decision is made that it is unsafe to remain on the campus, and evacuation to an off-site assembly area is required.

Description of Action

1. The principal will make the following announcement on the PA system. If the PA system is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

> "YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN OFF-SITE EVACUATION. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE OFF-SITE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM."

2. The principal will determine the safest method for evacuating the campus. This may include the use of school buses or simply walking to the designated off-site location. The off-site assembly areas are indicated on the Evacuation Map.
3. Teachers will secure the student roster when leaving the building and take attendance once the class is assembled in a pre-designated safe location.
4. Once assembled off-site, teachers and students will stay in place until further instructions are given.
5. If the event clearance is received from appropriate agencies, the principal may authorize students and staff to return to the classrooms.

Staff Responsibilities:

Principal

- Orders evacuation via all-call systems and with the bell system.

- Takes student accounting as classes leave the school site.
- Does a final check of buildings and leaves for the evacuation site.
- Communicates with Designee as needed

Principal's Designee

- Takes student accounting as classes leave the school building.
- Does a final check of buildings and leaves for the evacuation site.
- Communicate with the principal as needed.

Teachers

- Teachers prepare to evacuate by:
- Getting an Emergency **Backpack.**
- Turning **off** air/heating.
- Taking student count before exiting the room.
- Students ***take*** jackets, but ***leave*** backpacks, etc.
- Walk class in an orderly and quiet manner to the assigned evacuation point.

Custodian

- Evaluates overall campus condition and takes precautionary action.
- Take necessary emergency precautions with gas, electricity, etc.
- Reports to principal when the preceding actions are complete.

All Clear

This action is taken to notify teachers that normal school operations can resume.

Description of Action

1. The principal will make the following announcement on the PA system. If the PA system is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions.

"YOUR ATTENTION PLEASE. IT IS NOW SAFE TO RETURN TO YOUR CLASSROOM AND RESUME NORMAL OPERATIONS. I WOULD LIKE TO THANK AND COMMEND STUDENTS AND STAFF FOR THEIR COOPERATION."

2. This action signifies the emergency is over.

3. If appropriate, teachers should immediately begin discussions and activities to address students' fears, anxieties, and other concerns.

Training and Exercise

Voices understands the importance of training, drills, and exercises in the overall emergency management program. To ensure that school personnel and community first responders are aware of their duties and responsibilities under the school plan and the most current procedures, the following training, drill and exercise actions will occur.

1. Training and refresher training sessions shall be conducted for all school personnel. In case of academic staff, training should coincide with the Summer Professional Development. Training for the remainder of the support staff shall be held at a time during the school year that will allow for maximum attendance. Records of the training provided including date(s), type of training and participant roster will be maintained.

2. Information addressed in these sessions will include updated information on plans and/or procedures and changes in the duties and responsibilities of plan participants. Discussions will also center on any revisions to additional materials. Input from all employees is encouraged.

3. Voices will plan for 1) Earthquake, 2) Fire and 3) Evacuation drills 4) Code Red.

This plan addresses emergency actions that are conducted during all four phases of emergency management.

Mitigation/Prevention

Voices will conduct mitigation/prevention activities as an integral part of the emergency management program. Mitigation/prevention is intended to eliminate hazards and vulnerabilities, reduce the probability of hazards and vulnerabilities causing an emergency situation, or lessen the consequences of unavoidable hazards and vulnerabilities. Mitigation/prevention should be a pre-disaster activity, although mitigation/prevention may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Among the mitigation/prevention activities included in the emergency operations program are:

1. Identifying hazards
2. Recording hazards
3. Analyzing hazards

4. Mitigating/preventing hazards
5. Monitoring hazards
6. Security Audit

Preparedness

Preparedness activities will be conducted to develop the response capabilities needed in the event of an emergency. Among the preparedness activities included in the emergency operations program are:

1. Providing emergency equipment and facilities.
2. Emergency planning, including maintaining this plan.
3. Involving emergency responders, emergency management personnel, other local officials, and volunteer groups who assist this school during emergencies in training opportunities.
4. Conducting periodic drills and exercises to test emergency plans and training.
5. Completing an After Action Review after drills, exercises and actual emergencies.
6. Revise plan as necessary.

Please refer to Appendix K for the School Crisis Response Box Checklist.

Response

Voices will respond to emergency situations effectively and efficiently. The focus of most of this plan is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation quickly, while minimizing casualties and property damage. Response activities include warning, first aid, light fire suppression, law enforcement operations, evacuation, shelter and mass care, light search and rescue, as well as other associated functions.

Recovery

If a disaster occurs, Voices will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the school and provide for the basic needs of the staff and students. Long-term recovery focuses on restoring the school to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to students, families and staff. Examples of recovery programs include temporary relocation of classes, restoration of school services, debris removal, restoration of utilities, disaster mental health services, and

reconstruction of damaged stadiums and athletic facilities.

Emergencies Occurring During Summer or Other School Breaks

If a school administrator is notified of an emergency during the summer, the response usually will be one of limited school involvement. In that case, the following steps should be taken:

i. Disseminate information to the principal/designee, the Business Manager, and the parent liaison.
ii. Identify close friends/staff most likely to be affected by the emergency. Keep the list and recheck it when school reconvenes.
iii. Notify staff or families of students most likely to be affected by the emergency and recommend community resources for support.
iv. Notify general faculty/staff by letter or telephone with appropriate information.
v. Schedule a faculty meeting for an update the week before students return to school.
vi. Be alert for repercussions among students and staff.

When school reconvenes, check the core group of friends and other at-risk students and staff, and institute appropriate support mechanisms and referral procedures.

Evacuation Routes

Evacuation route maps have been posted in each work area. Please refer to Appendix L for Evacuation Maps. The following information is marked on evacuation maps:

- Emergency Exits
- Primary & Secondary Evacuation Routes
- Locations of Fire Extinguishers
- Fire Alarm Pull Stations Locations
- Assembly Points

All Site personnel know 2 evacuation routes.

Beyond planning for daily ingress/egress routes and emergency evacuation routes, schools must plan for assisting students, staff and visitors with disabilities. Under the Americans with Disabilities Act of 1990, individuals who are deaf/hard of hearing, blind/partially sighted, mobility impaired and/or cognitively/emotionally impaired must be assisted.

Primary On-Site Evacuation/Assembly Location

Organization	Voices Flagship	Voices Mount Pleasant	Voices Morgan Hill	Voices WCC	Voices Stockton
Assembly Location	South Parking Lot	Lancelot Ln Parking Lot	Rear Parking Lot	South Parking Lot	Stockton Marina

These will be the primary evacuation areas for Voices Schools. Students will exit the facility in an orderly manner and congregate according to their classes in the parking lot or field area, which is an open space void of any trees or power lines. If this space is unavailable or we require more open space in an emergency, we will utilize the secondary off-site evacuation location

In the event of an airborne chemical or biological release, it is safest for students and staff to remain indoors at the school site.

Secondary Off-Site Evacuation/Assembly Location

Organization	Voices Flagship	Voices Mount Pleasant	Voices Morgan Hill	Voices WCC	Voices Stockton
Assembly Location	Family Life Christian Center 801 Hellyer Ave. 408-226-3700	Starbucks 1080 S White Rd, San Jose, CA 95127	Walmart 170 Cochrane Plaza, Morgan Hill, CA 95037	Family Health Clinic 289 28th St, Richmond, CA 94804	Stockton Marina 445 W Weber Ave ste 128-b, Stockton, CA 95203

Special Information For Parents

Telephones/Communications

In the event of an earthquake, flood or other natural disaster, keep your radios tuned to your local radio station for advisory information. Please do not call the school as we must have the lines open for emergency calls.

In the event of an emergency, we will share information with families via the school's automated calling system. Please make sure your updated contact information is in our system.

"YOUR ATTENTION PLEASE. THIS IS (NAME & TITLE) WITH AN IMPORTANT MESSAGE CONCERNING ALL OF VOICES COLLEGE-BOUND LANGUAGE ACADEMIES. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME SEISMIC ACTIVITY. FOR EVERYONE'S PROTECTION, KEEP YOUR RADIOS TURNED TO YOUR LOCAL RADIO STATION FOR ADVISORY INFORMATION. PLEASE DO NOT CALL THE SCHOOL AS WE MUST HAVE THE LINES OPEN FOR EMERGENCY CALLS. WE WILL UPDATE YOU AS SOON AS WE HAVE FURTHER INFORMATION."

Dismissal

Should there be a major earthquake or other disaster, children will remain under the supervision of school authorities until parents or responsible adults can pick them up.

Student Release Procedure

1. Go directly to the entrance of the school or evacuation area.
2. Inform teacher, aide or adult responsible for that classroom that you are taking the child from the class line.
3. Proceed with child back to Student Release Tables to sign a Student Release/Runner Form (Appendix O) form for each child you are taking. Do not remove your child or any other child from school without signing the emergency release form. This provides us a record of where each child is if someone else arrives later looking for the child.
4. Unless you are staying to volunteer, please leave as quickly as possible after signing out your child.
5. Adults will be needed to help with first aid, dismissing students, helping with classes, monitoring traffic, etc. If you are able to volunteer to help, go directly to the Command Center (Appendix P) where the Business Manager will give you an assignment. Volunteers should leave children with their classes and not sign student release form until they are ready to leave.

If You Can't Get to the School

Should a major disaster occur, it is likely that many parents will not be able to reach the school right away. If conditions make it necessary, we will release your child to the adult indicated on your child's Emergency Release form. We will keep a written record of the child and the adult to whom the child has been released.

The school principal or teacher in charge will determine the need to leave the building. In the event the building cannot be reoccupied or if a fire requires evacuation of the school, the students will be transferred to the nearest available safe shelter.

If the children are caught in a disaster between home and school, it is recommended that they go immediately to school.

Responding to Emergencies

The following pages outline how staff should respond in the event of specific emergency situations:

Fire

When the fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling: **911**
- If the fire alarm is not available, notify the site personnel about the fire emergency: Call Teachers' 2-way radio

Evacuation Process for Teachers:

1. Get emergency backpack
2. Get your class roster (clipboard).
3. Get the evacuation map (clipboard).
4. Count your students before you leave the room.
5. Close your door upon exiting the room.
6. Zero noise is to be adhered as the class walks to and waits at the Assembly Area.
7. Take roll at the Assembly Area.
8. Listen for direction from the principal.

The School needs to:

1. Notify the Fire Department by dialing 911. The Fire Department is to be notified of any fires larger in size than a wastebasket. The Fire Department should be given the following information:

    a. School name, address, and phone number:

        Voices Franklin McKinley

715 Hellyer Avenue
San Jose, CA 95111
(408) 361-1960

Voices Morgan Hill
610 Jarvis Drive
Morgan Hill, CA 95037
(408) 791-1700

Voices Mount Pleasant
14271 Story Road
San Jose, CA 95127
(408) 571-6404

Voices West Contra Costa
201 28th St,
Richmond, CA 94804
(510) 480-0540

Voices Stockton
321 E Weber Ave
Stockton, CA 95202
(209)-455-5162

b. Exact location of the fire within the building

2. Have students and staff evacuate the building in accordance with established procedures.

Fight the fire ONLY if:

- The fire department has been notified; The fire extinguisher is in working condition
- The fire is small and is not spreading to other areas
- Escaping the area is possible by backing up to the nearest exit

Upon being notified about the fire:

- Leave the building using the designated escape routes
- Assemble in the designated area (see evacuation map)
- Remain outside until directed that it is safe to reenter

Business Manager and school support staff must:

- Disconnect utilities & equipment unless doing so jeopardizes his/her safety
- Coordinate an orderly evacuation of personnel
- Perform an accurate headcount of personnel reported to the designated area
- Determine a rescue method to locate missing personnel
- Provide the Fire Department personnel with the necessary info about the facility
- Perform assessment & coordinate weather forecast office emergency closing procedures

School support staff must:

- Ensure that all employees have evacuated the area / floor
- Report any problems to the principal/designee at the assembly area
- Assist all physically challenged employees and students in emergency evacuation

*****The principal/designee is the ONLY PERSON authorized to sign out a child in the event of ANY emergency*****

Scenario 1: Fire In Surrounding Area

This procedure addresses the situation where a fire is discovered in an area adjoining the school. The initiated response actions should take into consideration the location and size of the fire, its proximity to the school and the likelihood that the fire may affect the school.

Procedure

- The principal/designee will initiate the appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.

- The principal/designee will notify “911” and will provide the location and nature of emergency.

- The principal/designee will instruct the Business Manager to prevent students from approaching the fire and keep routes open for emergency vehicles.

- The principal/designee will contact the local fire department and will work with the fire department to determine if school grounds are threatened by the fire, smoke, or other

hazardous conditions.

- If the principal/designee issues the EVACUATE BUILDING action, staff and student will evacuate the affected building(s) using prescribed routes or other safe routes to the Assembly Area.

- In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.

- The principal/designee will keep a battery-powered radio tuned to a local radio station for emergency information.

- As appropriate, the principal/designee will activate the BrightArrow Parent Alert System.

- The principal/designee will notify Team Z of the emergency situation.

- The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Fire On School Grounds

This procedure addresses situations where a fire is discovered on school grounds. A quick response to this situation is very important to prevent injuries and further property damage.

Procedure

1. Upon discovery of a fire, teachers or staff will direct all occupants out of the building, signal the fire alarm, and report the fire to the principal/designee.
2. The principal/designee will immediately initiate the EVACUATE BUILDING action. Staff and students will evacuate buildings using the prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
4. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) of the fire.
5. Attempt to suppress fires and initiate rescue procedures until the local fire department arrives ONLY if the fire is small and is not spreading to other areas and/or escaping the area is possible

by backing up to the nearest exit.

6. The Business Manager will secure the area to prevent unauthorized entry and keep access roads clear for emergency vehicles.
7. A School Administrator will direct the fire department to the fire and brief fire department official on the situation.
8. The Business Manager will notify the appropriate utility company of damages.
9. The principal/designee will notify Team Z of the fire.
10. Any affected areas will not be reopened until the Santa Clara County Fire Department or appropriate agency provides clearance and the principal/designee issues authorization to do so.
11. For fires during non-school hours, the principal/designee and Team Z will determine if the school will open the following day.
12. All fires, regardless of their size, which are extinguished by school personnel, require a call to the Fire Department to indicate “fire is out.”

Earthquake Procedure

What to Expect During an Earthquake

The first indication of a damaging earthquake may be a gentle shaking, the swaying of hanging objects or the sound of objects wobbling on shelves. You may be jarred by a violent jolt. You may hear a low, loud, rumbling noise and then feel shaking, making it very difficult to move from one place to another. The following may occur:

- Freestanding bookshelves may topple
- Wall-mounted objects may loosen and fall
- Suspended ceiling components may fall, causing others to come down with them
- Door frames may be bent by moving walls and may jam doors shut
- Moving walls may bend window frames, causing glass to shatter, sending dangerous shards into the room
- The accompanying noise may cause considerable stress

During an actual earthquake, the signal to begin the emergency procedure is the sensation of severe quaking.

If you are NOT told to Evacuate, each teacher needs to:

Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give DROP AND COVER command.

DUCK, or **DROP** down on the floor.

Take **COVER** under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.

HOLD onto the furniture and be prepared to move with it.
Stay in this position for at least one minute or, in a real situation, until shaking stops.

After shaking stops, check for injuries, and render first aid.
If you are instructed to evacuate, each teacher needs to:

1. Get your class roster (backpack).
2. Get the evacuation map (backpack).
3. Count your students before you leave the room.
4. Be last to leave the classroom but once out of the room get to the front of the student line.
5. Ensure that your door is open upon exiting the room.
6. Bring your emergency backpack to the outdoor Assembly Area.
7. Zero noise is to be adhered as the class walks to and waits

Staff Responsibilities

The staff responsibilities during an earthquake are slightly different from the responsibilities during a fire drill. Please read the following carefully:

Principal or designee	Initiates fire/evacuation drill. Evacuates students. Evaluates overall campus condition and takes precautionary action. Determines if

	conditions warrant forming a search and rescue team to find missing students. Determines when it is safe to return to class. Follow fire / evacuation written procedures at appropriate times.
Business Manager	Calls 911. Follow fire / evacuation drill procedures at appropriate times.
Custodian	Evaluates overall campus condition and takes precautionary action. Take necessary emergency precautions with gas, electricity, etc. Reports to principal when the preceding actions are complete.
Teachers	Initiate ***drop and cover*** procedures. Follow fire/evacuation drill procedures at appropriate times.
Students	Respond to the earthquake drill in a quick, calm and orderly manner. Listen and respond quickly to all instructions from staff.
Other Personnel	Drop and cover procedures. Follow fire/evacuation plan at appropriate time. Support teachers, assist students

Re-entry into Classrooms

The principal/designee will consider the severity of the emergency. If deemed safe, students will re- enter the campus. In **drill** situations, the announcement: "**All Clear**" will be announced on the PA system.

Procedures of Injured Parties

In the event that the emergency situation warrants a lockdown of the campus, injured parties should be taken to the cafeteria or designated triage area.

Release of Staff

Once the student body is as safe and secure as possible, teachers will remain with their students until the principal or designee releases staff to attend to personal situations, families and home. ***Building evacuation following an earthquake is <u>vital</u> due to secondary hazards (explosions, fire, etc.)***

When evacuating, please follow the Evacuation Map. Follow Fire/Evacuation Drill Procedures once assembled.

****The principal/designee <u>is the only person who may check out a child</u> in the case of any emergency.****

Bomb Threat

General Information

Every person answering the telephone must understand the importance of a calm and reasonable action when a bomb threat is received. Information obtained by that person might be of great importance! Please see Appendix M for the Telephone Bomb Threat Reporting Procedure.

Person Receiving the Threat

Attempt to keep the caller on the line. Get as much information as possible from the caller. Refer to Bomb Threat Reporting Procedure and record appropriate data.

Immediately after receiving the threat, report all information to the principal or closest designee to the office. The principal or designee will coordinate procedures and make reports to the proper authorities.

Staff Responsibilities

Principal

- Assumes command of the crisis until replaced by the fire department/Sheriff's Department**.**
- Uses the bell system to signal (short bells in series) and the all-call system to announce,

  "Your attention please. Your attention please. Evacuate the building – Evacuate the building."

- With the Business Manager or custodian, makes a search of the entire campus.
- Upon consultation with law enforcement/fire department (usually after inspection by law enforcement) declares the buildings to be unsafe.
- If school buildings are deemed unsafe, students will be transported (Directed Transportation) and parents will be notified.
- If the campus is inspected and declared safe, students will re-enter classrooms.

Principal's Designee

- Searches the office and reports any relevant information to the principal.
- Reports to the principal and assists as necessary.

Teachers

- Make a prompt visual search of the classroom and report any relevant information to the administration by phone, (missing students.)
- If a teacher receives a bomb threat refer to the bomb threat reporting checklist.
- Call the office and inform them of the threat. Office to call 911.
- If evacuation is ordered, **take students** to the designated evacuation area along with an emergency **backpack**.
- Leave the room unlocked and turn off lights as you leave.

Custodian

- Check all restrooms and perimeters around buildings, back and side gates.
- In the event the custodial staff is not on campus for any reason, the following backup plan will be followed: The **principal** and **principal's designee** will split the duties of the custodian.
- Will lock all gates

<u>Intruder / Hostage Taking / Lockdown Procedure (Code Red)</u>

If someone enters the school grounds or buildings with a deadly weapon:

1) Avoid confronting the student or gunman.
2) Notify the School principal, or his/her designee, or school office immediately.
3) Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.

The school principal, or his/her designee, should follow these guidelines:

1) Notify law enforcement immediately.
2) Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.
3) Determine the level of threat. If the level of threat is high, call for additional backup.
4) Attempt to get the weapon from the gunman or student through negotiation, or take other appropriate action with the aid of local law enforcement.
5) If the level of threat is low, call the student to the office and have law enforcement take the appropriate action.

In case there is a HOSTAGE SITUATION at the school, staff should:

1) Stay Calm / Do NOT be a Hero
2) Follow instructions of the captor.
3) Cooperate; be friendly if possible; don't argue with or antagonize captor or other hostages.
4) Inform captors of medical or other needs.
5) Be prepared to wait; elapsed time is a good sign.
6) Don't try to escape; don't try to resolve the situation by force.
7) Be observant and remember everything that is seen or heard.
8) If a rescue takes place, lie on the floor and await instructions from rescuers.
9) The school principal, or his/her designee, should be responsible for the following:
10) Immediately notify law enforcement.
11) Move other students and teachers completely away from those who are in the hostage situation.
12) Keep everyone as calm as possible.
13) Be prepared to answer questions from the family.

Lockdown Procedure

If someone enters the school grounds or buildings with a deadly weapon, the staff should follow these guidelines:

1. Avoid confronting the student or gunman.
2. Notify the school principal, or his/her designee, or school office immediately.
3. Identify the student or gunman (if known), the student or gunman’s location, and the location of the weapon.

The school principal, or his/her designee, should follow these guidelines:

1. Notify law enforcement immediately.
2. Identify the student or gunman (if known), the student or gunman’s location, and the location

of the weapon.
3. Determine the level of threat. If the level of threat is high, call for additional backup.
4. Give the “Lockdown Order” to all Teachers.

Classroom Teacher Should:

1. Lock the classroom door when the “Lockdown Order” is given.
2. Barricade the door and any entrance to the classroom
3. Build a separate barricade for the students to hide behind
4. Quiet the students
5. Take roll
6. Wait for the “All Clear” order

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Armed Assault on Campus

An **Armed Assault on Campus** involves one or more individuals who attempt to take hostages or cause physical harm to students and staff. Such an incident may involve individuals who possess a gun, a knife or other harmful device.

Procedure

1. Upon first indication of an armed assault, personnel should immediately call “911” and then notify the principal/designee.
2. The principal/designee will initiate the appropriate Immediate Response Action(s), which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.
3. The principal/designee will call “911” and provide the exact location and nature of the incident. The principal/designee should designate a person to remain online with Police if safe to do so. If there is an assigned officer on campus, they shall be notified.
4. Staff should take steps to calm and control students, and if safe to do so, attempt to maintain separation between students and the perpetrator.
5. Staff should maintain order in all areas of assembly or shelter, and should await the arrival of law enforcement.
6. After the perpetrator(s) has been neutralized, the principal/designee will conduct a headcount of students and staff, and will notify law enforcement of any missing persons.
7. The school staff will work with local authorities to ensure injured students and staff

receive medical attention.
8. The Business Manager will control all points of entry to the school.
9. The principal/designee will prepare a verified list of casualties, and the locations to which they were transported. The Principal/designee will ensure the notification of parents and family members.
10. All media inquiries will be referred to the principal/designee.
11. The principal/designee will debrief staff and school police officers.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Drive-by Shooting

With the availability of weapons and the increase in gang activity, it is possible that a drive-by shooting could occur at or near a school site. The immediate concern is the safety of students and staff.

If you suspect that shots may be fired from a passing vehicle:

1. Have staff and students lie flat on the ground and keep as low as possible.
2. If safe, look at the vehicle, try to identify:

    a. License plate number
    b. Type of vehicle
    c. Occupants
    d. Weapons

Immediately after the vehicle is gone:

1. Contact School Office
2. Office Staff will call 911
3. Principal/Designee will order Secure Building
4. Assess injuries, if any.
5. Have students move safely and quickly to their classrooms.
6. Do not move those seriously injured unless imminent danger exists. If the injured are ambulatory, move them to a safe shelter.
7. Immediately notify the office of the situation and report the extent of any injuries.
8. Stay with the injured until emergency services arrive.
9. Assist the authorities with as much detail as possible.

10. Alert Team Z of the incident.
11. If the media arrives, they should be directed to the CEO.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Severe Weather

Flood

If Indoors:

- Be ready to evacuate as directed by the principal and/or the designated official
- Follow the recommended primary or secondary evacuation routes

If Outdoors:

- Climb to high ground and stay there
- Avoid walking or driving through flood water
- If car/bus/van stalls, abandon it immediately and climb to a higher ground

Tornado

- When a warning is issued by sirens or other means, seek inside shelter

Consider the following safe places:

- Small interior rooms on the lowest floor and without windows
- Hallways on the lowest floor away from doors and windows
- Rooms constructed with reinforced concrete, brick or no windows
- Stay away from outside walls & windows
- Use arms & protect head & neck

- Remain sheltered until the tornado threat is announced to be over

Extended Power Loss

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and affecting sensitive equipment

- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long term power loss:

    - o Fire sprinkler system
    - o Standpipes
    - o Potable water lines
    - o Toilets

- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids or provided with auxiliary heat sources

Upon Restoration of Heat & Power:

Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensation from forming on circuitry

Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on

Poisoning, Chemical Spills, Hazardous Materials Safety

Poisoning

If a student ingested a poisonous substance:

- Call **Poison Control Center Link Line 1-800-222-1222**. Take appropriate first aid measures.

- Call parents.

f Notify principal/designee.

When a large chemical spill has occurred:

- Immediately notify the principal or his/her designee
- Contain the spill with available equipment
- Secure the area & alert other site personnel
- Do not attempt to clean the spill unless trained to do so
- Attend to injured personnel & call the medical emergency number if required
- Call a local spill cleanup company or the Fire Department to perform a large chemical spill cleanup
- Evacuate building as necessary

When a small chemical spill has occurred:

- Notify the principal or his/her designee
- If toxic fumes are present, secure the area to prevent other personnel/students from entering
- Small spills must be handled in a safe manner, while wearing the proper PPE
- Review general spill cleanup procedures

Name of Spill Cleanup Company: **County of Santa Clara – Dept. of Environmental Health (408) 918-3400, Contra Costa Health Services (408) 925-335-3200, San Joaquin County - Dept. of Environmental Health (209) 468-3439**

Hazardous Substances

Hazardous Substances include the following, but is not limited to the following:

Gasoline	Lacquer Thinner
Solvents	Paint

Motor Oil	Agricultural Spray
Diesel Fuel	Paint Thinner
Kerosene	Stain
Anti-Freeze	Brake Fluid

Airborne Gases/Fumes

Always call for assistance and:

- Extinguish all ignition sources
- Shut off main emergency switch to fuel pump, if appropriate
- Move appropriate fire extinguishing equipment to area
- If possible, contain the spill to prevent further contamination

Move people/personnel away or evacuate from contaminated area

Biological / Chemical Attack

A **Biological or Chemical Release** is an incident involving the discharge of a biological or chemical substance in a solid, liquid or gaseous state. Such incidents may also include the release of radioactive materials. Common chemical threats within or adjacent to schools include the discharge of acid in a school laboratory, an overturned truck of hazardous materials in proximity of the school, or an explosion at a nearby oil refinery or other chemical plant.

The following indicators may suggest the release of a biological or chemical substance: Multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include the presence of distressed animals or dead birds.

This procedure deals with three possible scenarios involving the release of biochemical substances: Scenario 1 - Substance released inside a room or a building; Scenario 2 - Substance released outdoors and localized; and Scenario 3 - Substance released in the surrounding

community. It is necessary to first determine which scenario applies and then implement the appropriate response procedures listed below.

Procedure

Scenario 1: Substance Released Inside a Room or Building

1. The principal/designee will initiate the EVACUATE BUILDING action. Staff will use designated routes or other alternative safe routes to an assigned Assembly Area, located upwind of the affected room or building.

2. The principal/designee will call "911" and the **California Emergency Management Agency, State Warning Center 1-800-852-7550** and will provide the exact location (e.g., building, room, area) and nature of emergency.

3. The principal/designee will notify Team Z of the situation.

4. The principal/designee will instruct school staff to isolate and restrict access to potentially contaminated areas.

5. The Business Manager will turn off local fans in the area of the release, close the windows and doors, and shut down the building's air handling system.

6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). The Business Manager should assess the need for medical attention.

7. The Business Manager will prepare a list of all people in the affected room or contaminated area, specifying those who may have had actual contact with the substance. The Business Manager will provide the list to the principal/designee and the emergency response personnel.

8. Any affected areas will not be reopened until the Santa Clara County/Contra Costa County HazMat or appropriate agency provides clearance and the principal/designee gives authorization to do so.

Scenario 2: Substance Released Outdoors and Localized

1. The principal/designee will immediately direct staff to remove students from the affected areas to an area upwind from the release. The principal/designee will, if necessary, initiate the EVACUATE BUILDING action.

2. The Business Manager will establish a safe perimeter around the affected area and ensure personnel do not reenter the area.

3. The principal/designee will call “911” and the California Emergency Management Agency, **State Warning Center 1-800-852-7550** and will provide the exact location and nature of emergency.
4. The principal/designee will notify Team Z of the situation.

5. The Business Manager will turn off local fans in the area of the release, close the windows and doors and shut down the air handling systems of affected buildings.

6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated “topically” by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). The Business Manager should assess the need for medical attention.

7. The Business Manager will prepare a list of all people in areas of contamination, especially those who may have had actual contact with the substance. The Business Manager will provide the list to the principal/designee and the emergency response personnel.

8. Any affected areas will not be reopened until the appropriate agency provides clearance and the principal/designee gives authorization to do so.

Scenario 3: Substance Released in Surrounding Community

1. If the principal/designee or local authorities determine a potentially toxic substance has been released to the atmosphere, the principal/designee will initiate SHELTER-IN-PLACE.

2. Upon receiving the SHELTER-IN-PLACE notification, the Business Manager will turn off local fans in the area; close and lock doors and windows; shut down all buildings’ air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.

3. Staff and students located outdoors will be directed to proceed immediately to nearby classrooms or buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should communicate their locations to the principal/designee, using the PA system or other means without leaving the building.

4. The principal/designee will call “911”, and the California Emergency Management Agency, State Warning Center 1-800-852-7550 and will provide the exact location and nature of emergency.

5. The principal/designee will notify Team Z of the situation.

6. The principal/designee will turn on a radio or television station to monitor information concerning the incident.

7. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance, or staff is otherwise notified by the principal/designee.

Pandemic Influenza

During an influenza pandemic, social distancing measures to limit the spread of the disease will include limited public gathering, canceling public events and closing public gathering places including schools, in coordination with local and state officials.

The pandemic cycle may repeat multiple times for a period of up to two years.

Level III Prevention: Schools are open

- Normal School Activities with:
    - Prevention Communications
    - Prevention & Mitigation Activities
    - Pre Planning Activities
    - Implementation of disinfecting protocols
    - Implementation of individual control measures and screening
    - Implementation of physical distancing guidelines
    - Train staff & students on how to limit the spread of COVID-19 or Promoting Healthy Hygiene Practices
    - Implementation of COVID-19 Testing and Reporting Procedures

Level II Preparedness: Schools prepare for closure

- Plan for Continuity of Operations
- Plan for Continuity of Education
- Communication Plans
- Home learning/work Preparation Activities

Level I Response: Schools close

- Warning Phase:
  - Social Distancing
  - Minimum Days
  - No Extra-Curricular Activities
- Schools Close
  - Implement Continuity Plans

Level III Recovery & Prevention: Schools reopen

- Return to a “new normal”
- Establish routines
- Begin psychological recovery activities

Radiation Threat

A radiation threat, often called a "dirty bomb," is the use of common explosives to spread radioactive materials over a targeted area.

- If you are outside, cover your nose and mouth and quickly go inside a building that has not been damaged.

- If you are INSIDE, close windows and doors; turn off air conditioners, heaters or other ventilation systems.

- Steps for self-decontamination:
  - REMOVE YOUR CLOTHES and put them in a sealed plastic bag.
  - WASH SKIN as thoroughly as possible with lukewarm water.
  - LISTEN TO RADIO/PA System for other instructions.

Air Pollution / Smog

Individuals Whom it May Affect

It is recommended that protective measures be taken by sensitive persons. These are persons with chronic lung disease or asthma, the elderly, the chronically ill and exercising children and adults.

Protective Actions

- Avoid strenuous outdoor physical activity during an episode.
- Avoid exertion or excitement, which will increase breathing rate.
- Plan indoor activities for students.
- Outdoor activities should be restricted beginning at stage two or when the media announces a bad air day.
- Remain indoors until the episode ends. Keep doors and windows closed, as indoor concentrations of ozone are about one-half that of outdoor levels.
- Use the air conditioner to recirculate indoor air and keep cool. High temperatures may add stress to the pollutant effects.
- Avoid aerosols, dust, fumes, and other irritants. Reduce activities such as cooking or cleaning, which produce irritants to the nose, eyes, and lungs.
- Avoid traffic-congested areas where pollutants are being generated, if you must go outside.
- During air pollution seasons, use the cooler morning hours for outdoor activities.
- Expect severity of symptoms to increase as ozone levels increase (coughing, wheezing, shortness of breath, headaches, chest discomfort and pain, etc.).
- If we are notified, via the health department/Team Z, that it is unhealthful for students to be outside, you will be notified, via the all-call system, that recesses are cancelled.
- We will follow the “rainy day” schedule for lunch

Stage 1: Advisory/Alert

- MODIFY WORK PROGRAM to reduce activities that increase your respiration rate.
- REDUCE VEHICLE USE. Curtail work-related driving and carpool to and from work. Encourage students to bike, walk or carpool to school.

Stage 2: Warning

- IF AT HOME, REMAIN HOME. Sites will be closed until the principal or his/her designee is notified that the warning is terminated. Await instructions from your supervisor.

- IF AT WORK, REMAIN AT WORK until released by the principal or his/her designee.

Stage 3: Declared Emergency

- IF AT HOME, REMAIN HOME. Sites will be closed until the principal or his/her designee is notified that the emergency is over. Await instructions from your supervisor.

- IF AT WORK, REMAIN AT WORK until released by the principal or his/her designee.

Fallen Aircraft

This procedure addresses situations involving an **Aircraft Crash** on or in proximity to school property. If a crash results in a fuel or chemical spill on school property refer to the section on Biological or Chemical Release. If a crash results in a utility interruption, refer to the section on Loss of Power.

Procedure

1. The principal/designee will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION as described in the *"Immediate Response Actions"* section.

2. If the principal/designee issues the EVACUATE BUILDING action, staff and students will evacuate the buildings using prescribed routes or other safe routes to the Assembly Area.

3. In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.

4. The principal/designee will call "911" and the Police and will provide the exact location (e.g., building or area) and nature of emergency.

5. If on school property, the Business Manager will secure the crash area to prevent unauthorized access. If the crash results in a fuel or chemical spill on school property, refer to the section titled:

   "Poisoning, Chemical Spills, Hazardous Materials Safety Procedures". If the crash results in a

utility interruption, refer to the section on Loss of Power.

6. The principal/designee will direct the Business Manager to organize fire suppression activities until the Fire Department arrives.

7. The Business Manager will check injuries to provide appropriate first aid.

8. The principal/designee will call the office of Team Z.

9. Any affected areas will not be reopened until the Santa Clara County/Contra Costa County HazMat Compliance Division or appropriate agency provides clearance and the principal/designee issues authorization to do so.

10. If it is unsafe to remain on campus, the principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Explosion

This section addresses four possible scenarios involving an **Explosion/Risk of Explosion**: Scenario 1 - Explosion on school property; Scenario 2 – Risk of explosion on school property; Scenario 3 - Explosion or risk of explosion in a surrounding area, and Scenario 4 – Nuclear blast or explosion involving radioactive materials. *[A nuclear blast is characterized by a sequence of intense light and heat, air pressure wave, expanding fireball, and subsequent radioactive fallout.]*. It is necessary to first determine which scenario applies and then implement the appropriate response procedures. For “Bomb Threats”, refer to the appropriate section.

Procedure

Scenario 1: Explosion on School Property

1. In the event of an explosion, all persons should initiate DUCK AND COVER.

2. The principal/designee will consider the possibility of another imminent explosion and take appropriate action.

3. After the explosion, the principal/designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, EVACUATE BUILDING or OFF-SITE

EVACUATION. Evacuation may be warranted in some buildings and other buildings may be used as shelter.

4. In the event of an evacuation, staff and students will use prescribed routes or other safe routes and proceed to the Assembly Area.

5. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.

6. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) and nature of emergency.

7. The Business Manager will check for injuries and provide appropriate first aid.

8. Staff should attempt to suppress fires with extinguishers. Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.

9. The Business Manager will notify the appropriate utility company of any damages to water lines, sewers, power lines and other utilities.

11. The principal/designee will notify Team Z of the situation. The Business Manager will post guards a safe distance away from the building entrance to prevent persons entering the school buildings.

12. When it is determined safe to enter affected areas, the principal/designee will advise the Business Manager to initiate search and rescue activities.

13. The principal/designee will contact the Local Fire Department to ensure buildings are safe for reoccupancy.

14. Any areas affected by the explosion will not be reopened until the appropriate agency provides clearance and the principal/designee gives authorization to do so.

15. The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions

Scenario 2: Risk of Explosion on School Property

1. The principal/designee will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION.

2. If the principal/designee issues EVACUATE BUILDING action, staff and students will evacuate the building using prescribed routes or other safe routes to the Assembly Area.

3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.

4. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) and nature of emergency.

5. Staff should attempt to suppress fires with extinguishers. Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.

6. The principal/designee will advise the Business Manager to initiate rescue operations.

7. The Business Manager will notify the appropriate utility company of any damages to water lines, sewers, power lines and other utilities.

8. The principal/designee will notify Team Z of the situation.

9. All affected areas will not be reopened until the appropriate agency provides clearance and the principal/designee issues authorization to do so.

10. In the event of an explosion on campus, refer to procedures listed under Scenario 1 above.

11. The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Scenario 3: Explosion or Risk of Explosion in Surrounding Area

1. The principal/designee will initiate the SHELTER-IN-PLACE response action.

2. The principal/designee will notify “911” and will provide the exact location (e.g., building, area) and nature of emergency.

3. The principal/designee will take further actions as needed.

4. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the principal/designee issues further instructions.

Scenario 4: Nuclear Blast or Explosion Involving Radioactive Materials

1. The principal/designee will initiate the SHELTER-IN-PLACE response action.

2. When sheltering, personnel should try to establish adequate barriers or shielding (e.g. concrete walls, metal doors) between themselves and the source of the blast or explosion, and should avoid sheltering near exterior windows.

3. The principal/designee will notify “911” and provide details on the area and personnel affected at the school.

4. After the initial blast, remove students from rooms with broken windows, extinguish fires, provide first aid, and relocate students from upper floors if possible.

5. The Business Manager will turn off the school’s main gas supply, local fans in the area; close and lock doors and windows; shut down all buildings’ air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.

6. The principal/designee will monitor radio or television announcements and initiate further actions as appropriate.

7. At the principal/designees discretion, and only if safe to do so, designated personnel should attempt to distribute emergency supplies including food and water.

8. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the principal/designee issues further instructions.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Unlawful Demonstration / Walkout

An unlawful demonstration / walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration.

Procedure

1. Upon indication that an unlawful demonstration or walkout is about to begin, personnel should immediately notify the principal/designee.

2. The principal/designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE.

3. The principal/designee will notify Team Z to request assistance and will provide the exact location and nature of emergency.

4. The Business Manager will immediately proceed to the Main Gate to control student ingress and egress. Each person entering or leaving the campus shall be required to sign his/her name, and record address, telephone number and time entered or departed. The Main Gate should not be locked, as a locked gate may create a serious hazard for students leaving or attempting to re-enter the campus.

5. If students leave the campus, the Business Manager, in consultation with the principal/designee, will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while off site.

6. Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the principal/designee. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and venetian blinds in rooms so equipped.

7. The principal/designee should keep an accurate record of events, conversations and actions.

8. All media inquiries will be referred to the principal/designee.

9. The principal/designee should proceed in good judgment on the basis of police or other legal advice, in taking action to control and resolve the situation.

10. The principal/designee will notify parents of the incident, as appropriate.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Emergency Drills

The school is proactive when it comes to the safety of staff and students. The school will conduct fire drills, earthquake drills, and Lock Down/Code Red drills (intruder on campus) on a regular basis. See Appendix N for Safety Drill Schedule.

Earthquake Drill Procedure

Earthquakes strike without warning and the major shock is usually followed by numerous aftershocks, which may last for weeks or months. An earthquake's effect on buildings will vary from building to building.

The major threat of injury during an earthquake is from falling objects and debris and many injuries are sustained while entering or leaving buildings. Therefore, it is important to remain inside the building and quickly move away from windows, glass, partitions, and shelves. In the case of an earthquake, the following procedures should be followed:

Drop procedure – As used in this article, "drop procedure" means an activity whereby each student and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows. A drop procedure practice shall be held at least once each school quarter in elementary schools and at least once a semester in secondary schools.

1) In the event of an earthquake alarm, if you are NOT told to Evacuate, each student, teacher and other employee needs to begin the Drop Procedure of DUCK, COVER and HOLD.

1. Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give DROP AND COVER command.
   - DUCK, or DROP down on the floor.
   - Take COVER under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.
   - HOLD onto the furniture and be prepared to move with it.
   - Stay in this position for at least one minute or, in a real situation, until shaking stops.

2. After shaking stops, check for injuries, and render first aid.

2) Evacuation

An Evacuation should NEVER be automatic. Evacuations shall occur when directed over the

walkie- talkies by the principal/designee.

If you are instructed TO evacuate, each teacher needs to:

1. Get your class roster (clipboard).
2. Get the evacuation map (clipboard).
3. Count your students before you leave the room.
4. Ensure that your door is open upon exiting the room.
5. Bring your emergency backpack to the outdoor Assembly Area.
6. Zero noise is to be adhered as the class walks to and waits at the Assembly Area.
7. Take roll at the Assembly Area.
8. Listen for direction from the principal/designee.

When evacuations are included as part of the drill, appropriate non hazardous alternate routes, avoiding building overhangs, electrical wires, large trees, covered walkways, etc, shall be utilized by staff and students in order to reach the designated evacuation areas.

Teachers take roll once in the evacuation area. Any missing students are immediately reported to the principal/designee.

3) All Clear:

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more.

f Missing students are reported to the attendance office.

There may be more danger outside the building than there is inside. If administrative directions are not forthcoming, the teacher will be responsible for assessing the situation and determining if an evacuation is required.

Predetermined evacuation areas should be in open areas, without overhead hazards and removed from potential danger spots (covered walkways, large gas mains, chain linked fences [electric shock potential]).

Make it clear that a post-earthquake route differs from a fire evacuation route, and that appropriate non-hazardous alternate routes may be needed.

Fire Drill Procedure

Principals shall hold fire drills at least once a month in all elementary schools. The principal or designee shall keep a copy of each drill conducted on the Safety Drill Schedule. See Appendix N.

1) Evacuation:

Whenever the alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building.

Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

Evacuation areas will be established away from fire lanes.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/or fire marshals/designees.

Standards for a Successful Fire Drill:

1. The Fire Alarm can be heard by all staff and students.
2. Orderly evacuation begins immediately and is completed within 5 minutes of the initial alarm, with minimal congestion at exit gates.
3. Teachers and students are staged in an orderly fashion away from fire lanes.
4. Teachers have taken roll once in the evacuation area. Any missing students are immediately reported to the principal/designee.

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more. Missing students are reported to the attendance office.

Shelter-in-Place

A Shelter-In-Place indicates that an emergency that requires students and staff to remain inside has occurred.

Signal: The signal for the "Shelter-In-Place" drill is the following PA announcement.

"YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU."

Procedure:

1. When the announcement has been given, all classes will remain in their rooms.

2. Physical education classes will proceed into the gym.

3. Students should be arranged in the shelter area so as to enable them to assume a "**Duck and Cover**" position on command given by the teacher in charge.

4. Move students to the most protected areas in the room.

5. Have students face away from windows and keep their backs toward windows.

6. Close all doors and windows. If possible, cover windows by lowering blinds, closing slots, drawing curtains, or pulling shades.

7. Turn off gas, lights, power equipment, and appliances. All personnel must remain in the shelter area until further instructions are received from official sources.

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lockdown, students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Description of Action

1. The principal will make the following announcement on the PA system. If the PA system is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

> "YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCKDOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE THE NEAREST BUILDING OR CLASSROOM."

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium).
4. Teachers and students will remain in the classroom or secured area until further instructions are given by the principal or law enforcement.
5. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, have to be allowed on campus.

Staff Responsibilities during a Lockdown

Principal	Announces Lockdown procedure on the PA system. Ensures doors are locked in all buildings.
Business Manager	Calls 911. Locks the office door. Keeps phone lines open.
Custodian	Locks all gates to campus.
Teachers	Lock the classroom door and remain with students. Take roll, list all students missing from class and identify their locations (RSP, Speech, absent, etc.). Notify the office, by phone **ONLY** if they have "lost" children on campus i.e. went to the bathroom, were en-route to the office **OR** if they have a "loose"child from another class.

Students	Respond to campus security drills in a quick and orderly manner. Listen and respond quickly to all instructions from staff. Students at recess, report to the cafeteria. Stay in seats and remain quiet. Stay away from windows.

No one leaves the classroom!

The end of the Lockdown will be announced over the PA system.**DO NOT use cell phones to contact the office or outside community. Teachers and staff should not initiate contact with parents.**

Interactions with the Media

The Chief Executive Officer shall be the first point of contact for all media inquiries. If a staff member, other than the CEO, receives a request from the media, the staff member shall refer the media to the CEO.

Any staff members wishing to initiate a story with the media shall consult with the CEO prior to contacting the media.

Appendices

A. Monthly School Site Safety Checklist

On a monthly basis, the principal/designee will complete the following Monthly School Site Safety Checklist, with the assistance of a Voices staff member onsite. **This Checklist is to be completed to ensure that personnel at each school site are complying with the Voices (& State/Federal) School Site Safety policies & procedures.** The principal, Business Manager and Dean of Culture or parent liaison have critical roles to play in ensuring compliance with the Voices School Site Safety procedures and policies.

Safety Administrative Review	
School Name:	**Date:**
Follow-up Review (Noted in RED)	**Date:**

Exterior Areas:

- ☐ Are exterior premises equipped with appropriate signage that provides warnings, facility use restrictions, and other relevant information?
- ☐ Are parking areas paved, striped, and signed as appropriate, and free of vehicles parked in unauthorized locations?
- ☐ Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?
- ☐ Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?
- ☐ Does the site drainage system appear to effectively remove irrigation and storm water runoff and prevent standing water or unacceptable erosion?
- ☐ Is fencing provided, and are fences and gates of an appropriate type and condition?

Findings:	
Correction	

Building Conditions:

- Do interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?
- Does building structures and finish materials appear to be in good condition and free of visible deterioration?
- Is the building free of substandard or improvised construction?
- Do doors, windows, and glass appear to be of an appropriate type and condition?
- Was the building free of apparent leaks or other obvious water intrusion?
- Do walls and ceilings appear to be of an appropriate type and condition?
- Are floors and floor coverings of an appropriate type and condition?
- Are stairs and ramps in good condition and equipped with handrails where required?
- Are movable walls and partitions in good condition, properly inspected, and maintained?
- Is there a written plan detailing what to do in the event of a leak and liquid damage?

Findings:	1.
Correction	
Action taken	

Doors, Exits, and Means of Egress:

- Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?
- Are “EXIT” and “NOT AN EXIT” signs installed?
- Is emergency lighting provided as required, and is it properly maintained?
- Is the site's emergency evacuation map posted near all classroom and/or office doors?
- Are doors and curtains inspected, functional, and properly maintained

Findings:	
Correction	
Action Taken	

Assembly Areas:

- Is the occupancy limit conspicuously posted and strictly observed in each assembly area?
- Are seating systems in good condition and equipped with guardrails where required?
- Are stages free of idle storage or inappropriate use, and is the edge of the stage readily visible to prevent fall incidents?

Findings:	
Correction	
Action Taken	

Emergency Action Equipment & Systems:

- Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?
- Are fire sprinkler systems in good condition and properly certified and inspected; are sprinkler heads and valves/risers unobstructed and properly identified; and are fire department pumper connections equipped with protective caps?
- Are alarm systems installed and tested on a regular basis, and are pull stations and alarm panels unobstructed?
- Are employees familiar with the location and operation of alarm and fire protection systems, and are employees familiar with their duties and responsibilities in an emergency?
- Is emergency communication and broadcast equipment available, such as public announcement systems and radios?
- Is someone immediately available at all times (24 hours,7 days) with authorization to call and bring in professional cleanup and restoration companies?
- Is the supply of spill response and pipe repair materials complete, readily accessible and checked at least quarterly?
- Are pipe diagrams or prints up-to-date and showing the location of valves for all liquid-carrying systems? Isometric drawings are very beneficial.
- Are valves placarded or tagged for easy identification?
- Are shutoff valves “exercised” (closed, reopened and lubricated as needed) at least annually to verify they can be quickly closed during an emergency?

Findings:	
Correction	

Mechanical and Utility Systems:

- Are electrical panels and utility shut off switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?
- Are electrical wiring systems in good condition; is live wiring properly capped and concealed; and is wiring free of damage or improper usage?

- Are electrical power cords and extension cords properly placed and free from damage or inappropriate use?
- Chemicals and Chemical Storage
- Are hazardous chemicals properly stored?
- Are all containers holding hazardous materials properly labeled with the chemical name and an appropriate hazard warning?
- Are all chemicals reviewed prior to use, and do employees refrain from bringing in household chemicals?
- Are employees familiar with the location and use of Safety Code Sheets?

Findings:	
Correction	

Housekeeping and Storage Practices:

- Are storage areas uncluttered with adequate aisles maintained, and is overhead storage secured with sufficient clearance to the ceiling or sprinkler heads?
- Are mechanical and electrical utility rooms free of inappropriate storage?
- Are shelving units anchored to the wall or floor to prevent falling?
- Are heavier items stored within the optimum lifting zone to prevent topheavy arrangements or lifting injuries, and are bulky items stored on lower shelves or on the floor?
- Are landings and stairs free of storage?
- Are the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?
- Are important records and other sensitive items secured and stored above the floor or ground level to prevent water damage?
- Does the staff have immediate access to a spill response cart/supplies and emergency pipe repair supplies?
- Are housekeeping personnel instructed to immediately notify maintenance when any types of dripping, leakage or clogged drains are found

Findings:	
Correction:	
Action Taken	

Disabled Access:

- Are an appropriate number of parking spaces designated for disabled persons, and are they properly designed, constructed, and signed?

- Are accessible routes to the building provided, and are at least half of the entrances accessible to disabled persons?
- Is signage provided at entrances, facilities, or other non-accessible services to direct disabled persons to entrances, facilities, or services that are accessible?
- Are doorways designed to facilitate the passage of wheelchairs?
- Are access ramps properly designed, constructed, and equipped with guardrails and non-slip surfacing?
- Are an appropriate number of restrooms designed to accommodate persons with disabilities?
- Are stages and other multi-leveled areas accessible to persons in wheelchairs?
- Are other fixtures and services accessible to persons with disabilities?

Findings:	
Correction	

General Conditions – Other:

- Is the site free of graffiti or other signs of vandalism?
- Are other general conditions free of apparent hazards or concerns?

Findings:	
Correction	

Classroom and Office Section:

- Are classroom decorations displayed in a safe and acceptable manner?
- Is furniture installed and oriented in a safe and secure manner and free of apparent hazards?
- Are tall bookshelves and cabinets secured to the wall or floor to prevent them from tipping over?
- Are electrical power cords and extension cords properly placed and free of inappropriate use or other apparent hazards?
- If applicable, are toys and playthings in good condition and regularly sanitized?
- Are classrooms and offices otherwise free of apparent hazards or concerns?

Office:

- ☐ Are the names and phone numbers for professional cleanup and restoration companies readily available?
- ☐ Is someone available on all shifts trained to respond immediately to any leak?

Cafeteria:

Boys Restroom:

Girls Restroom:

Staff Restroom:

Classrooms:

1. **Observation #1:**
2. **Observation #2:**

Findings will need to be corrected no later than _____.
I have scheduled your next follow-up review on _____.

_____ _____
BM Signature Date

_____ _____
Administrator Signature Date

Maintenance and Repair Log

Maintenance and Repair Log

Date/Time	Reason for Action (Regular Maintenance or Discovery of Problem)	If problem, Description of Action Required	Location/Item to be Repaird	Explain what was done	Referred to (Name of company, if any)	Verified by:

Unsafe or Hazardous Conditions Log

Unsafe or Hazardous Conditions Log

Date/Time	Unsafe or Hazardous Condition	Description of Action Required	Location of Unsafe or Hazardous Condition	Explain what was done	Referred to (Name of company/person, if any)	Verified by:

B. Classroom Safety Checklist

School Year Kick Off Room Checklist
Voices College-Bound Language Academy

Teacher Name: Room number:

Item	Check	Comment	Re-Check
Red/black backpack near front door (contains green, red card and roster)			Y N Partial
Code Red, Blue and 9 Instructions and Evacuation Map posted near front door	Y N Partial		Y N Partial
Sub Folder easily visible and complete ❏ 3-days worth of lessons ❏ Seating charts ❏ Emergency procedures ❏ Phone numbers ❏ Special Student needs ❏ Schedule ❏ Roster ❏ School-wide character tools	Y N Partial		Y N Partial
Room clean and organized	Y N Partial		Y N Partial
"Joy Factor" apparent in room environment	Y N Partial		Y N Partial
Snack Container	Y N Partial		Y N Partial

Data walls up ❏ Reading Levels English ❏ Reading Levels Spanish ❏ Sight Words and/or Fluency ❏ Math or ELA Assessments	Y N Partial		Y N Partial
University Wall	Y N Partial		Y N Partial
Cooperative seating	Y N Partial		Y N Partial
Daily Schedule and objectives posted ❏ Content Objectives ❏ Language Objectives	Y N Partial		Y N Partial
Behavior Chart ❏ Think-It-Through Sheet Folder ❏ Buddy Room Papers ❏ Clip Chart/Citizenship Contract ❏ Hecka Bueno Points	Y N Partial		Y N Partial
Character Education Wall ❏ Uniform Checklist	Y N Partial		Y N Partial
Word Wall or Vocabulary Wall	Y N Partial		Y N Partial
Content Areas ❏ Math ❏ ELA ❏ Class Library ❏ Other _____	Y N Partial		Y N Partial
Guided Reading Table (prompting guides, pencils, book storage, white boards, markers, post-its….)	Y N Partial		

Phone message set up	Y N Partial		Y N Partial
Assistant Teacher work station	Y N Partial		Y N Partial

WALK THROUGHS

1) Date _____ Principal Signature _____

2) Date _____ Principal Signature _____

3) Date _____ Principal Signature _____

C. Student Accident Report

Please fill out an accident report for any injuries beyond first-aid, if professional medical care is recommended or provided (e.i. If you believe there will be medical bills associated with the jury). Student head and eye injuries should always be reported.

Student Accident Reports should be reported on-line: http://www.chartersafe.net/.
Please keep a copy in your file.

Student Information

1. First Name of Injured Student: _____
2. Last Name of Injured Student: _____
3. Student date of birth: _____
4. Student gender: _____
6. Student grade: _____
7. Charter School Name: _____
8. Charter School Address, City/State/Zip: _____
9. School Contact Name: _____
10. Contact Title/Phone Number/Email: _____

Incident Details

1. Describe the incident in details: _____
2. Date of accident/incident: _____

3. Incident Time (Please include AM/PM: _____

4. If incident did not occur at the site address listed above, please indicate the street address of the incident: _____

5. Incident City, State, Zip: _____

6. Specific body part(s) injured: _____

7. Type of Injury or illness: Bum, cut, Fracture, Other, Scrape, Sprain/Strain

8. If other type of injury, please indicate: _____

9. Was on-site nurse contacted?: Yes or No Date and Time if Nurse contacted: _____

10. Was treated refused?: Yes or No What type of medical treatment was given?_____

11. Did paramedics transport student? Yes or No Paramedic transport date/time: _____

12. Was parent/guardian contacted? Yes or No Contacted date/time: _____

Parent/Guardian Information

1. Parent/Guardian Name: _____

2. Parent/Guardian Address/City/State/Zip: _____

3. Parent/Guardian Phone: _____

4. Parent/Guardian Email: _____

5. Was parent/guardian provided a Gallagher Koster Student Accident Claim Form? Yes or No
If no, why not? _____

Witness Information

1. Witness Name: _____

2. Witness Address/City/State/Zip: _____

3. Witness Phone: _____

4. Witness Type: Administrator, Aid, Coach, Guest, Other Staff, Student, Teacher, Volunteer

5. Name of person to whom the accident or incident was reported: _____

6. Date the accident was reported to this person: _____

7. If the accident was not reported immediately, why not? _____

Prevention Information

1. If athletic or playground injury, what type of surface was the student on when the injury occurred? _____

2. What steps have been taken or recommended to prevent a recurrence? _____

3. Any additional information or notes: _____

Employee Incident Report

School Information:

Charter School: _____ Location/Site: _____

Supervisor's name: _____ Title: _____

Address where incident occurred: _____

Employee Information:

Name of injured employee: _____Sex:_____M/F Occupation: _____

Date of hire: _____ Date of birth: _____ SSN: _____

Marital Status: _____ Dependents? Yes/No If yes, how many? _____ Ages? ____

Employee address: _____

Gross wages/salary: $_____per _____(hour/week/month/year) Pay schedule:
___12mth___11mth___10mth

Employment Status: ___Full Time___PartTime___Temporary/Subsitute____Contracted___Seasonal

Employee usually works: ____hours per day____days per week____total weekly hours

Incident Information:

Date of Injury or illness: _____Time: _____ AM/PM_____Time employee began work:_____AM/PM

Was employee unable to work at least one full day after date of injury? Yes/No If yes, date last worked: _____

Has employee returned to work? _____ Yes date returned: _____ No, still off work _____

Paid full day's wages for date of injury or last day worked? Yes/No Salary being continued: Yes/No

Name of person to whom the injury or illness was reported: _____

Date of your knowledge of injury or illness: _____ Was employee provided a claim form (DWC-1) Yes/No

If yes, date of employee was provided claim form (DWC-1):_____ If not, why not? _____

If the accident was not reported immediately, why not? _____

What was employee doing at the time of injury or exposure?

_____

_____

_____

Person, object or substance that directly injured employee: _____

Please check one: ____ I know the injury occurred on duty. ____ I have no specific knowledge that the injury occurred on duty.

Medical Information:

Was the on-site nurse contacted? Yes/No If yes, date and time: _____

Was medical treatment recommended? Yes/No If no, was treatment refused? Yes/No

What type of medical treatment was given? First-Aid __Clinic__Emergency Room__Paramedics__Hospitlaization

Did paramedics transport an employee? Yes/No If no, why not? _____

Medical Facility Name: _____ Physician Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ ext.: _____

Did you refer the employee to an industrial medical provider who specializes in WC and return to work issues? Yes/No

If not, why not? _____

Kaiser Medical Record #: _____

Body part injured (check all that apply and indicate left and/or right):

__Head __Face __Eye __Neck __Upper back __Lower back __Arm __Wrist __Finger __Upper leg __Lower leg __Knee __Ankle __Foot __Toe __Other

Nature of injury or illness:

__Scarpe __Cut __Puncture __Bruise __Burn __Sprain/strain __Foreign body __Poisoning __Fracture __Skin problem __Chemical-related __Heat-related __Non-industrial/cold/virus related __Loss of consciousness __REspiratory problem __Other

Check any of the following possible causes that may apply:

__Haste/unsafe speed __Unsafe use of equipment __Disregard of instructions/procedure __Failure to use protective gear __Defective equipment __Alcohol/drug use __Horseplay __Inattention __Carelessness __Assault __Unsafe lifting/position __Running/jumping __Environtmental condition __Acto of other __Physical disability
__Other (please explain): _____

Witness Information:

Name: _____ Relation to Employee: _____

Home Address: _____

Home Phone: _____ Cell phone: _____ Email: _____

What steps have been taken or recommended to prevent a recurrence?
_____
_____

D. Self Harm/Suicide Risk Assessment Form

Voices College Bound Language Academy
Self Harm/ Suicide Risk Assessment Form

Confidential

Referral Date:	Time Event Occurred:	
1. Student's Name:	Age:	Gender:
2.Parent/Guardian:	Phone Number:	
3.School:	Grade:	
4.Person Completing SSRA:	Title:	Signature:

5. Student Referred by:
Self_____ Parent_____ Teacher_____ Counselor_____
Other_____

6. Reasons For Referral (check all that apply):

___Self harm
___Self cutting
___Burning
___Pinching

___ Suicidal Ideation
___ Direct Threat (ex. " I am going to kill/hurt myself")
___ Indirect threat (ex. "I feel like dying"
___ to self ___others
___ Accesses concerning content online

Observed any of the Following:

____Sudden Change in Behavior
____Previous Attempt(s)
____Giving Away Possessions
____Mood Swings
____Self-Injurious Behavior
____Accessing Concerning Content

____Signs of Depression
____Truancy/Running Away
____Frequent Complaints of Illness
____Alcohol or Drug Use
____Other:

7. Please explain what happened:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

8. Confirm Receipt by a Crisis Team Member:

Name and Title of Crisis Team Member:	Signature:	Time received:

For Crisis Team Use Only:

9. Previous Referral?:_____ Date(s):_____

10. Student Interview: The student told me the following:(Check all that apply.)

♦Student said that he/she had been thinking about self-harm/ suicide, the last time he/she thought about self-harm/ suicide was_____BUT IS NOT CLEAR WITH THE THOUGHT.

♦Student said that he/she had A PLAN BUT WILL NOT DIVULGE:_____
_____
_____
_____
_____

♦Student indicated that he/she had previously attempted suicide/ self-harm on_____by means of:_____
_____
_____
♦Other Important Information:_____
_____
_____
_____
_____

This is a recommendation for further psychological evaluation for self-harm/ suicide based on the following:
___Self-Harm/ Suicide Interview
___Other:_____
_____

11. Risk Level: **____Low ____Medium ____High** *(FOR HIGH Risk: CALL ONE OF FOLLOWING: 1. Uplift-(formally EMQ,Uplift Mobile Crisis Team (408)379-9085 2.Alum Rock Crisis Alum Rock Crisis Unit (408) 294-05793. Or 911 for imminent danger or if other crisis teams can't respond - request an officer trained in mental health support if available*

Person conducting interview:_____

Date:_____ Time:_____ Signature:_____

Intervention/ Action Taken:

_____Parent/Guardian Contact:
Date/Time: _____ Outcome:_____

_____Parent Signed Self Harm Notification: Parent/Guardian Notification (attach copy): Self Harm Notification
Response:_____ Date/ Time:

_____Resources Provided to Parent/Guardian:
INCLUDING: _____ Date/ Time:_____

_____Outside Referral Made:
To: _____ Date/ Time:_____

_____Uplift Crisis Team Unit Called:
Time:_____Outcome:_____
___

Child Abuse Report Made (endangerment):
NAME OF INTAKE WORKER: _____

Referred to Police:
NAME OF OFFICER _____

_____Hospitalization

_____School Based Counseling:
Date Referred:_____ Parent signed permission slip(Date):_____

_____Program Modification
INCLUDING: _____

_____Student Safety plan created (attach copy):_____

Other (Please explain):_____

_____

Make 2 Copies for School Principal & Counselor and Place Original Form In Orange Confidential Crisis Team File — DO NOT Place in CUM FILE

E. Informal and Formal Community Complaint Resolution Procedures

It is the intent of Voices College-Bound Language Academies ("School") to integrate conflict resolution skills into the curriculum and parent education activities. In accordance therewith, community members that have complaints against other students are encouraged to first address the issue with the person directly using the learned conflict resolution skills.

Informal: Conflict Resolution

When a school community member (student, teacher, parent, volunteer, tutor, etc.) has a concern or complaint the School encourages the use of the Conflict Resolution Guidelines outlined below. Using these guidelines is a way to resolve conflict peacefully, in a way that can be mutually agreeable to the parties involved. If, however, a student does not feel comfortable with this approach or the complaint involves sexual harassment or discrimination, the student may notify a teacher or other school staff member. The teacher or staff member will notify the Principal of the complaint if it cannot be resolved at that level.

In some instances, it may be possible for school community members to engage in this process at the time the conflict arises. In other situations, an agreed upon time for resolving the conflict will need to be scheduled. Some conflicts will be able to be resolved without a mediator, and in others, a mediator may be necessary. When conflicts are unsuccessfully resolved using the Conflict Resolution Guidelines, the conflict should be referred to the nearest adult with authority at the school, or in the case of an adult conflict, to the Principal. We aim for the Conflict Resolution Guidelines to be used to resolve the following conflicts (not an exhaustive list):

- Student to Student
- Student to Staff/Teacher/Director/Tutor/Volunteer
- Student to Family Member
- Family Member to Staff/Teacher/Director/Tutor/Volunteer
- Staff Member to Staff Member
- Family Member to Family Member

After a conflict happens, members of the community should use the following guidelines to resolve the conflict. Guidelines will be given to parents yearly in writing and students will be taught the guidelines and encouraged to practice them as conflicts arise at school.

Steps to Take Before Resolving the Conflict

Before resolving a conflict, we ask students or others involved to do the following steps:

1. Take time to self reflect
2. Decide if you need a mediator (Principal, teacher, another student, etc)
3. Make a request to talk

4. Communicate respectfully:
    - Share feelings and needs using “I” Statements
    - Listen with Compassion and Empathy
    - Make a request

Formal Complaint and Resolution Procedures:

Most complaints can be resolved through the Conflict Resolution Procedure or by informal discussions between the complainant and the employee or the Principal. If it cannot, the School will use the following procedure:

1. Any complaint shall be put in writing using the “Complaint Form” (available in the school office or by contacting the Principal) and addressed to the Principal. A written complaint shall include:

    a. The full name of each person involved

    b. A brief but specific summary of the complaint and the facts surrounding it

    c. A specific description of any prior attempt to discuss the complaint with the person and the failure to resolve the matter

2. The Principal shall investigate the complaint as necessary and shall promptly mail a written notice to the Complainant of the date, time, and place of a meeting between the Complainant and the Principal, which shall occur no later than twenty (20) school days following the receipt of complaint.

3. If no resolution can be agreed upon between the Principal and the Complainant, the Principal shall submit the complaint to the Board of Directors (or committee).

4. The Board (or committee) may seek additional investigation by the Principal as it deems necessary.

5. The Board of Directors (or committee) shall make recommendations and address the recommendations at the next Regular Board meeting.

6. The Board of Directors will make the final determination regarding the dispute and shall notify the Complainant of the Board’s determination within ten school days of the determination.

This procedure, which we believe is important for both you and the School, cannot guarantee that every problem will be resolved to your satisfaction. However, the School values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

Policy for Complaints Against Employees

The School requires all employees to observe the highest standard of business and personal ethics in the conduct of their duties and responsibilities. As representatives of the School, employees must practice honesty and integrity in fulfilling responsibilities and comply with all applicable laws and regulations.

It is the responsibility of all employees to comply with school policies noted in the Employment Guidelines and to report violations or suspected violations in accordance with this Whistleblower Policy.

Depending on the nature of the complaint, the complainant will be provided information concerning the applicable policy and procedures to be followed. If there is no applicable policy or procedures, the Principal (or designee) shall encourage the parties involved to seek an informal resolution of the issues. If this is not possible due to the nature of the complaint or if informal resolution has been unsuccessfully attempted, the Principal (or designee) shall undertake a responsible inquiry into the complaint to ensure it is reasonably and swiftly addressed. When appropriate, a written statement of the complaint will be obtained from the complainant.

If the complainant files a written complaint and no other school policy or procedure is applicable, the Principal (or designee) shall abide by the following process:

1. Within 10 working days of the receipt of the complaint, the Principal or designee shall use his or her best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.

2. In the event that the Principal (or designee) finds that a complaint against an employee is valid, the Principal (or designee) may take appropriate disciplinary action against the employee. As appropriate, the Principal (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.

3. The Principal's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors of the School. The decision of the Board of Directors shall be final.

I. Confidentiality

Complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

II. Non-Retaliation

Complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.

Resolution

The administration will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

UNIFORM COMPLAINT POLICY AND PROCEDURES

Voices College-Bound Language Academies ("Charter School") policy is to comply with applicable federal and state laws and regulations. The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing for the following types of complaints:

1. Complaints of unlawful discrimination, harassment, intimidation or bullying against any protected group, including actual or perceived discrimination, on the basis of the actual or perceived characteristics of age, sex, sexual orientation, gender, gender identity, gender expression, genetic information, ethnic group identification, race or ethnicity, ancestry, nationality, national origin, religion, color, or disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity; and

2. Complaints of violations of state or federal law and regulations governing the following programs including but not limited to: Adult Education Programs, After School Education and Safety Programs, Agricultural Vocational Education Programs, American Indian Education Centers and Early Child Education Program Assessments, Consolidated Categorical Aid Programs, Career Technical and Technical Education and Career Technical and Technical Training Programs, Child Care and Development Programs, Child Nutrition Programs, Foster and Homeless Youth Services, Migrant Education Programs, No Child Left Behind Act (2001) Programs (Titles I-VII), including improving academic achievement, compensatory education, limited English proficiency, and migrant education, Regional Occupational Centers and Programs, Special Education Programs, State Preschool, and Tobacco-Use Prevention Education.

3. A complaint may also be filed alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.

    a. "Educational activity" means an activity offered by a school, school district, charter school or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

    b. "Pupil fee" means a fee, deposit or other charge imposed on pupils, or a pupil's parents or guardians, in violation of Section 49011 of the Education Code and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

        i. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.

        ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.

        iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.

    c. A pupil fees complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees.

    d. If the Charter School finds merit in a pupil fees complaint the Charter School shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the Charter School to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.

    e. Nothing in this section shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or

school districts, school, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.

4. Complaints of noncompliance with the requirements governing the Local Control Funding Formula or Sections 47606.5 and 47607.3 of the Education Code, as applicable.

5. Complaints of noncompliance with the requirements of Education Code Section 222 regarding the rights of lactating pupils on a school campus. If the Charter School finds merit in a complaint, or if the Superintendent finds merit in an appeal, the Charter School shall provide a remedy to the affected pupil.

The Charter School acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects [to the greatest extent reasonably possible] the confidentiality of the parties and the integrity of the process. The Charter School cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the Charter School will attempt to do so as appropriate. The Charter School may find it necessary to disclose information regarding the complaint/complainant to the extent necessary to carry out the investigation or proceedings, as determined by the Executive Director or designee on a case-by-case basis.

The Charter School prohibits any form of retaliation against any complainant in the complaint process, including but not limited to a complainant's filing of a complaint or the reporting of instances of discrimination. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

Compliance Officers

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the Charter School's compliance with law:

Executive Director
6840 Via Del Oro #160
San Jose, CA 95119
408-791-1609

The Executive Director or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Designated employees may have access to legal counsel as determined by the Executive Director or designee.

Should a complaint be filed against the Executive Director, the compliance officer for that case shall be the Chair person of the Charter School Board of Directors.

Notifications

The Human Resources Manager or designee shall annually provide written notification of the Charter School's uniform complaint procedures to students, employees, parents and/or guardians, advisory committees, private school officials, and other interested parties.

The annual notice shall be in English, and when necessary, in the primary language, pursuant to section 48985 of the Education Code if fifteen (15) percent or more of the pupils enrolled in the Charter School speak a single primary language other than English.

The Human Resources Manager or designee shall make available copies of the Charter School's uniform complaint procedures free of charge.

The annual notice shall include the following:

(a) A statement that the Charter School is primarily responsible for compliance with federal and state laws and regulations.

(b) A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.

(c) A statement identifying the responsible staff member, position, or unit designated to receive complaints.

(d) A statement that the complainant has a right to appeal the Charter School's decision to the CDE by filing a written appeal within 15 days of receiving the Charter School's decision.

(e) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.

(f) A statement that copies of the local educational agency complaint procedures shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that the Charter School has violated federal or state laws or regulations governing educational programs. Compliance officers shall maintain a record of each complaint and subsequent related actions.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

- Step 1: Filing of Complaint

Any individual, public agency or organization may file a written complaint of alleged noncompliance by the Charter School.

A complaint alleging unlawful discrimination, harassment, intimidation or bullying shall be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation or bullying. A complaint may be filed by a person who alleges that he/she personally suffered unlawful discrimination, harassment, intimidation or bullying or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying.

Pupil fee complaints shall be filed not later than one (1) year from the date the alleged violation occurred.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, Charter School staff shall assist him/her in the filing of the complaint.

- Step 2: Mediation

Within three (3) days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the Charter School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

- Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five (5) days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or his/her representative to repeat the complaint orally.

The complainant and/or his/her representative shall have an opportunity to present the complaint and evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the Charter School's investigator with documents or other evidence related to the allegations in the complaint, or his/her failure or refusal to cooperate in the investigation or his/her engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The Charter School's refusal to provide the investigator with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- Step 4: Response

Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written report of the Charter School's investigation and decision, as described in Step #5 below, within sixty (60) days of the Charter School's receipt of the complaint.

- Step 5: Final Written Decision

The Charter School's decision shall be in writing and sent to the complainant. The Charter School's decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusions of law.
3. Disposition of the complaint.
4. Rationale for such disposition.
5. Corrective actions, if any are warranted.
6. Notice of the complainant's right to appeal the Charter School's decision within fifteen (15) days to the CDE and procedures to be followed for initiating such an appeal.

7. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, notice that the complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies.
8. For unlawful discrimination, harassment, intimidation or bullying complaints arising under federal law such complaint may be made at any time to the U.S. Department of Education, Office for Civil Rights.

If an employee is disciplined as a result of the complaint, the decision shall simply state that effective action was taken and that the employee was informed of the Charter School's expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the Charter School's decision, the complainant may appeal in writing to the CDE within fifteen (15) days of receiving the Charter School's decision. When appealing to the CDE, the complainant must specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the Charter School's decision.

Upon notification by the CDE that the complainant has appealed the Charter School's decision, the Executive Director or designee shall forward the following documents to the CDE:

1. A copy of the original complaint.
2. A copy of the decision.
3. A summary of the nature and extent of the investigation conducted by the Charter School, if not covered by the decision.
4. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by all parties and gathered by the investigator.
5. A report of any action taken to resolve the complaint.
6. A copy of the Charter School's complaint procedures.
7. Other relevant information requested by the CDE.

The CDE may directly intervene in the complaint without waiting for action by the Charter School when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including cases in which the Charter School has not taken action within sixty (60) days of the date the complaint was filed with the Charter School.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of his/her right to file a complaint in accordance with 5 CCR 4622.

[Purposefully left blank]

UNIFORM COMPLAINT PROCEDURE FORM

Last Name: _____ First Name/MI: _____

Student Name (if applicable): _____Grade: _____ Date of Birth: _____

Street Address/Apt. #: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____Work Phone: _____

School/Office of Alleged Violation: _____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- ☐ Adult Education
- ☐ American Indian Education
- ☐ Child Development Programs
- ☐ Migrant Education
- ☐ Special Education
- ☐ Pupil Fees
- ☐ After School Education and Safety
- ☐ Consolidated Categorical Aid
- ☐ Child Nutrition
- ☐ No Child Left Behind Programs
- ☐ State Preschool
- ☐ Local Control Funding Formula
- ☐ Agricultural Vocational Education
- ☐ Career/Technical Education
- ☐ Foster/Homeless Youth
- ☐ Regional Occupational Programs
- ☐ Tobacco-Use Prevention Education
- ☐ Lactating Pupils

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

- Age
- Ancestry
- Color
- Disability (Mental or Physical)
- Ethnic Group Identification
- Gender / Gender Expression / Gender Identity
- Genetic Information
- National Origin
- Race or Ethnicity
- Religion
- Sex (Actual or Perceived)
- Sexual Orientation (Actual or Perceived)
- Based on association with a person or group with one or more of these actual or perceived characteristics

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

2. Have you discussed your complaint or brought your complaint to any Charter School personnel? If you have, to whom did you take the complaint, and what was the result?

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

   I have attached supporting documents. ☐ Yes ☐ No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

Voices College-Bound Language Academies
Executive Director
6840 Via Del Oro, Suite 160
San Jose, CA 951119

F. Staff Contact List

Title	Flagship:	Morgan Hill	Mount Pleasant	West Contra Costa	Stockton
Principal	Gaby Quintanilla (408) 361-1960	Llesenia Villabobos (408) 791-1700	Christina Deberry (408) 571-6404	N/A (415) 680-5240	N/A (209) 455-5162
Business Manager	Lupe Talamantes (408) 361-1960	Yeraldin Gonzalez (408) 791-1700	Ana Ramirez (408) 571-6404	Joanna Diaz (415) 680-5240	Mireya Alvarado (209) 455-5162
Parent Liaison	N/A	N/A	N/A	Marbel Soto (415) 680-5240	Maria Ojeda (209)455-5162
Dean of Culture	Rodrigo Soto (408) 361-1960	Maria de Solorzano (408) 791-1700	Ricardo Martin (408) 571-6404	N/A	N/A

G. Medication Doctor & Parent Authorization Form

Voices College-Bound Language Academy
Medication Doctor & Parent Authorization (California Education Code 49423)

Student Name:_____Grade:_____ Teacher:_____

Height:_____ Weight:_____ DOB: _____ Age:_____

List any known drug allergies/reactions:_____

DOCTOR'S AUTHORIZATION

Name of Medication:_____ Diagnosis:_____

Dosage:_____ Route:_____

Frequency/Time(s) to be given:

Begin Medication:_____Stop Medication:_____
_____ Date Date

Special Instructions:

Does medication require refrigeration? Yes No
Is the medication a controlled substance? Yes No
If asthma inhaler or emergency medication, do you recommend this medication be kept "on person" by the student? Yes No

Potential Side Effects / Adverse Reactions:_____

Treatment Order in the event of an adverse reaction: (Attach additional sheet if necessary)

_____

_____

_____

Physician Signature ***Date*** ***Phone & Fax Contact Information***

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Parent Authorization

I authorize Voices College-Bound Language Academy personnel the task of assisting my child in taking the above medication. I understand that additional parent/doctor statements will be necessary if the dosage of medication is changed. I also authorize Voices College-Bound Language Academy personnel to talk with the physician or pharmacist should a question come up about the medication.

Medication must be registered with the principal or his/her designee. It must be in the original container and be properly labeled with the student's name, Doctor's name, date of prescription, name of medication, dosage, strength, time interval, route of administration and the date of the drug's expiration when appropriate.

_____ _____ _____

Signature of Parent/Guardian ***Date*** ***Phone (cell, home, work)***

AUTHORIZATION FOR SELF-ADMINISTRATION OF MEDICATION

Is student authorized to self-administer this medication/these medications while at school?

If yes, please complete the following:

Student: I certify that I have read and understand the instructions regarding the self-administration of my medication(s). I agree to take these above medications according to my health care provider's recommendation.

Student Signature: _____Date: _____

Parent/Guardian: _____ (student) has been instructed in the proper dosage and administration of the following medication(s):_____. I request that she/he be permitted to carry this medication on her/his person and self-administer it as directed by her/his health care provider and in accordance with school policy and procedures.

Parent/Guardian Signature: _____Date: _____

H. Severe Allergy Medical Management Plan Signature Page

Recommendation of the Severe Allergy Medical Management Plan

I, the undersigned, recommend the Severe Allergy Medical Management Plan as indicated.

_____ _____

Physician Signature Print Physician Name

_____ _____ _____

Address Phone Date

I, the undersigned, have received, have read, understand, and agree to the school's implementation of the Severe Allergy Medical Management Plan:

_____ _____

Parent Signature Date

I. Emergency Phone Numbers

		Flagship	Morgan Hill	Mount Pleasant	Stockton	West Contra Costa
Fire	911	408-277-8911	408-354-8600	408-277-8911	209- 937-8801	510-307-8031
Ambulance	911	911	911	911	911	911
Police	911	408-277-8911	408-779-2101	408-277-8911	209-937-8377	510-233-1214
Gas	911	800-277-8911	800-743-5000	800-743-5000	209-468-3090	804-646-4646
Electric	911	800-743-5000	800-743-5000	800-743-5000	800-743-5000	855-285-5503
Water	911	408-279-7900	408-776-7333	408-279-7900	209-249-4600	855-285-5503
Gang Hotline	911	408-293-GANG			209-937-7151	804-646-5387
County Emergency Services	911	408-885-6229 1-800-SUICIDE 1-800-273-TALK			209-953-6200	804-333-5089
Crisis Response Team	911	408-279-3312			209-468-8686	803-788-6448
Poison Control Center Link	911	1-800-222-1222				
County Dept. Of Environment Health	911	408-918-3400			209-468-3420	804- 646-3153
CA Emergency Mgmt. Agency State Warning Center	911	1-800-852-7550				
EMQ Mobile	911	408-379-9085			209-468-8686	800-412-7474

Crisis Team				
Crisis Unit	911	408-294-0579		1-800-273-8255

Flagship Business Manager: Lupe Talamantes 408-857-0492, 408-516-6867
Morgan Hill Business Manager: Yeraldin Gonzalez 408-791-1700 Jarvis Building Manager: JR Romero, 408-472-0276
Mount Pleasant Building Manager: Ana Ramirez 408-571-6404 TFHE Building Manager: Tony Ng 408-585-5022 ext.1008
Stockton Building Manager: Mireya Alvarado 209-455-5162
West Contra Costa Business Manager: Joanna Diaz, 510-260-9728 Richmond Police Department: 540-233-1214
SJPD Liaison: Officer Corey Green, Badge #3226, (408) 690-2178, email; 3226@SANJOSECA.GOV MHPD School Resource Officer Greg Dini 669-253-4965 Morgan Hill Police department community liaison: Margarita.Balagso@morgan-hill.ca.gov Morgan Hill Fire department community liaison : Chief Jake Hess, Jake.Hess@morgan-hill.ca.gov Pinole Police Department (510) 724-8950 Stockton Police Department

J. Homeland Security Advisory Recommendations

SEVERE ***(Red)***	▫ *Complete all recommended actions at lower levels.* ▫ Follow local and/or federal government instructions (listen to radio/TV). ▫ Be alert and immediately report suspicious activity to designated **Homeland Security Resident Agent (760-353-9090)**. ▫ Close school if recommended to do so by appropriate authorities. ▫ Activate emergency operations plan. ▫ Restrict school access to essential personnel. ▫ Cancel outside activities and field trips. ▫ Provide mental health services to anxious students and staff ▫ 100% identification check (i.e. driver's license retained at front office) and escort anyone entering school other than students, staff and faculty.
HIGH ***(Orange)***	▫ *Complete all recommended actions at lower levels.* ▫ Be alert and immediately report suspicious activity to designated **Homeland Security Resident Agent (760-353-9090)**. ▫ Review emergency procedures and supplies. ▫ Assign staff to monitor entrances at all times. ▫ Place school emergency response teams on standby alert status. ▫ Address children's fears concerning possible emergency. ▫ Update parents on preparedness efforts. ▫ Prepare to handle inquiries from anxious parents and media.
ELEVATED ***(Yellow)***	▫ *Complete all recommended actions at lower levels.* ▫ Be alert and immediately report suspicious activity to designated **Homeland Security Resident Agent (760-353-9090)**. ▫ Review crisis response plans with school staff. ▫ Test alternative communications capabilities. ▫ Ensure all emergency supplies are stocked and ready.
GUARDED ***(Blue)***	▫ *Complete all recommended actions at lower level.* ▫ Be alert and immediately report suspicious activity to designated **Homeland Security Resident Agent (760-353-9090)**. ▫ Provide safety training to staff and practice emergency drills pursuant to school emergency procedures. ▫ Review security measures and communications plan and update emergency contact information. ▫ Review emergency supplies and supplement as necessary. ▫ Inventory and restock emergency supplies
LOW ***(Green)***	▫ Assess and update school emergency operations plans/procedures. ▫ Discuss updates to school and local emergency operations plans with emergency responders. ▫ Review duties and responsibilities of emergency response team members. ▫ Conduct training and drills. ▫ Conduct 100% visitor ID check.

K. School Crisis Emergency Backpack Checklist

Determine specific needs and ensure that all the contents are in the appropriate backpack and are current.

Last updated:

By (print name):

Signature: _____

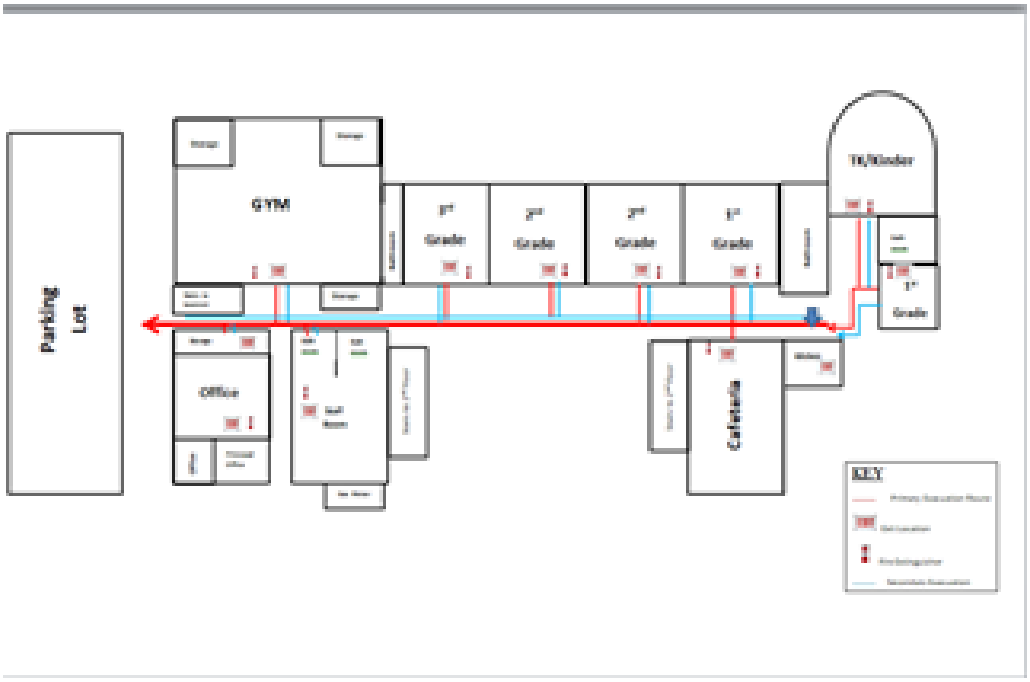
- Map or diagram of campus with evacuation sites marked
- Staff emergency vest(s) of appropriate color (if required)
- Student/staff emergency cards/roster
- Student/staff attendance for current day
- Student/staff sign out sheet (not official)
- Appropriate facility keys
- Latex gloves in zip lock bag
- Flashlight with batteries bagged separately
- Whistle
- Two pens
- Large marker
- Small notebook and/or legal pad
- Scissors and/or utility tool
- Post it notes
- Assorted Band-Aids
- Lifesavers or other hard candy
- Class activity or game (if appropriate)

L. Evacuation Maps

Voices College Bound Language Academy-

West Contra Costa Evacuation Map

First Floor

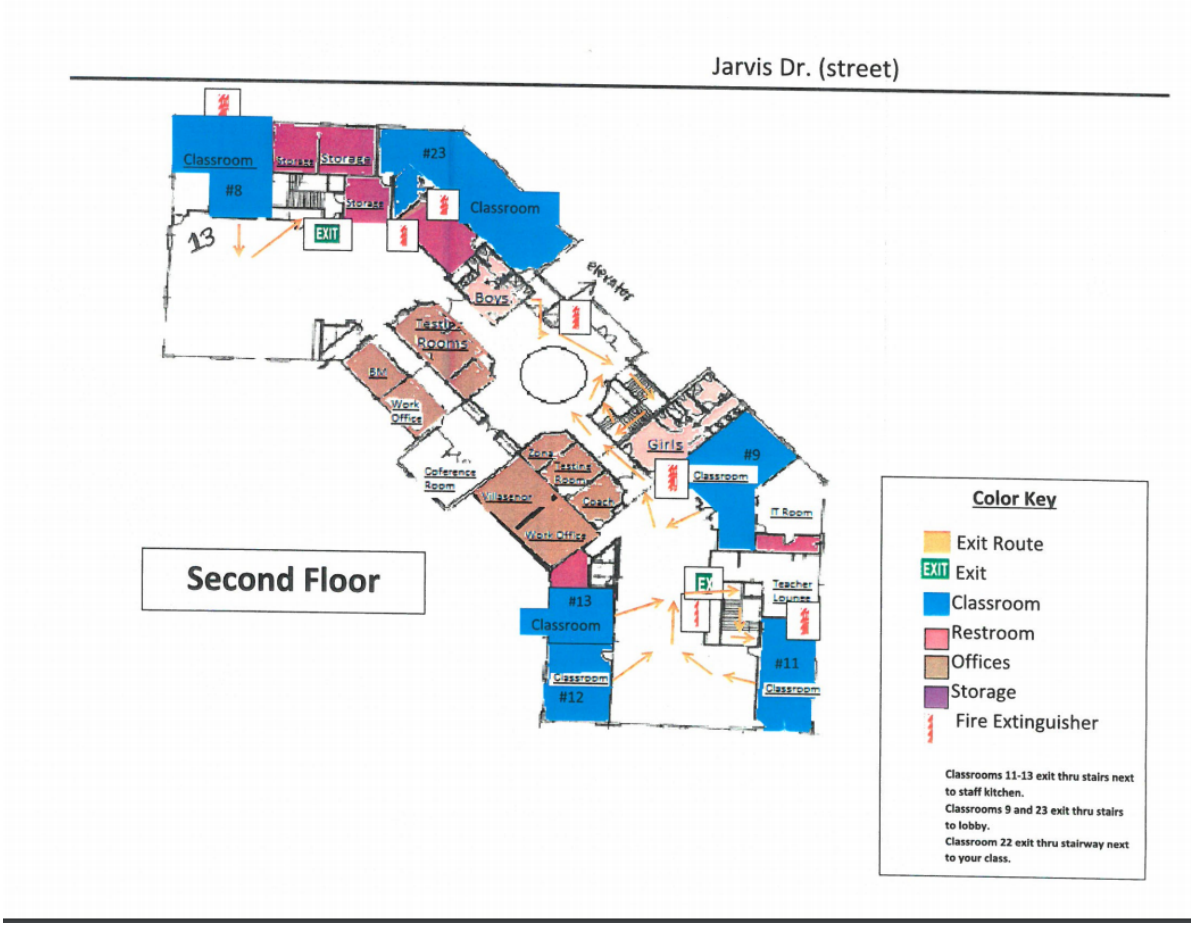


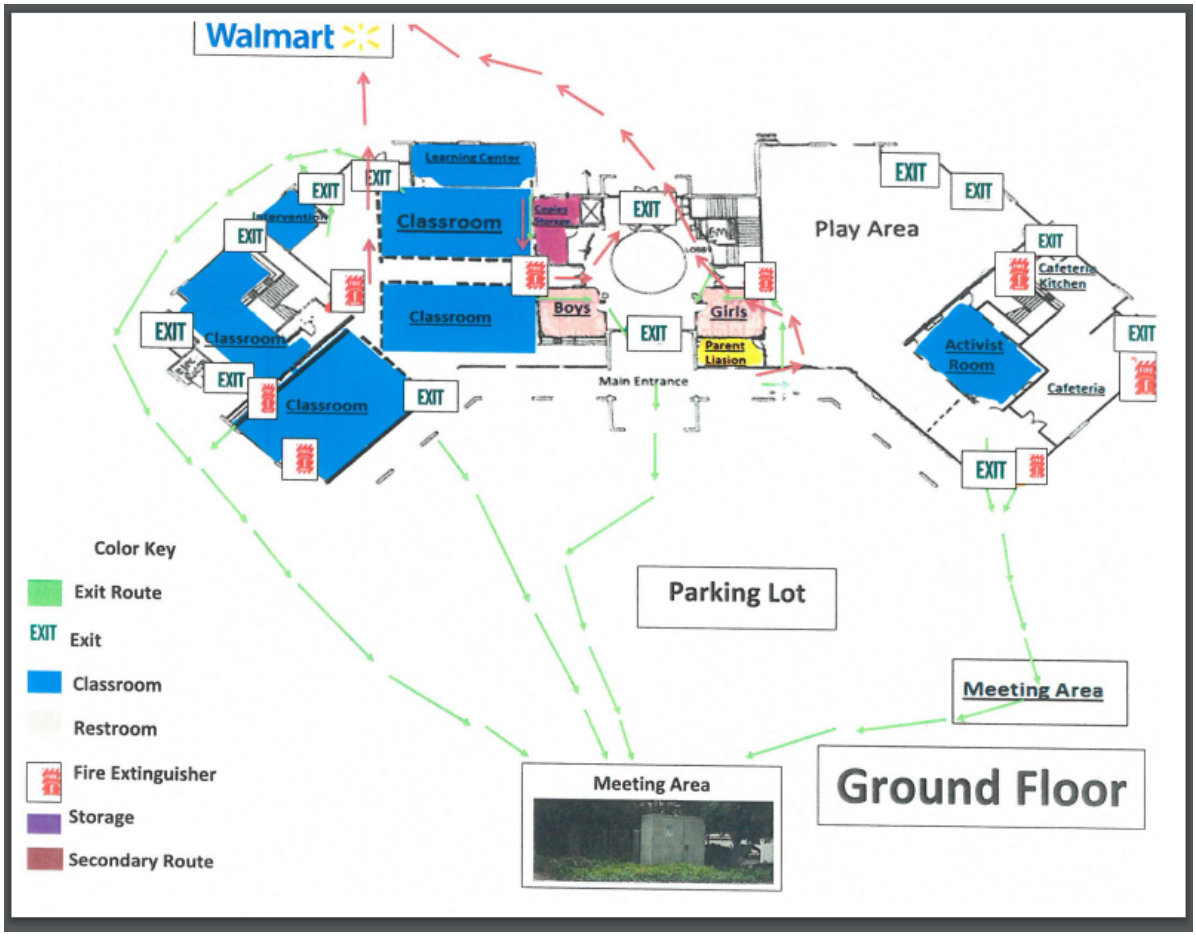
Second Floor



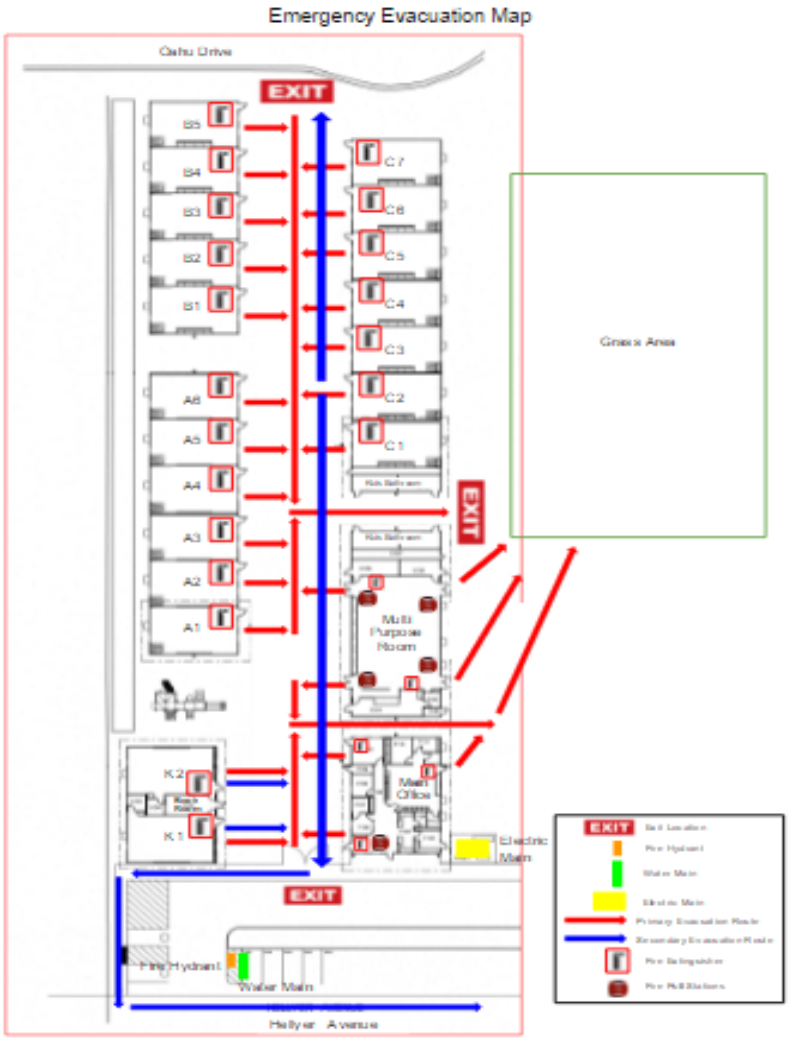


Voices College Bound Language Academy- Morgan Hill Evacuation Map

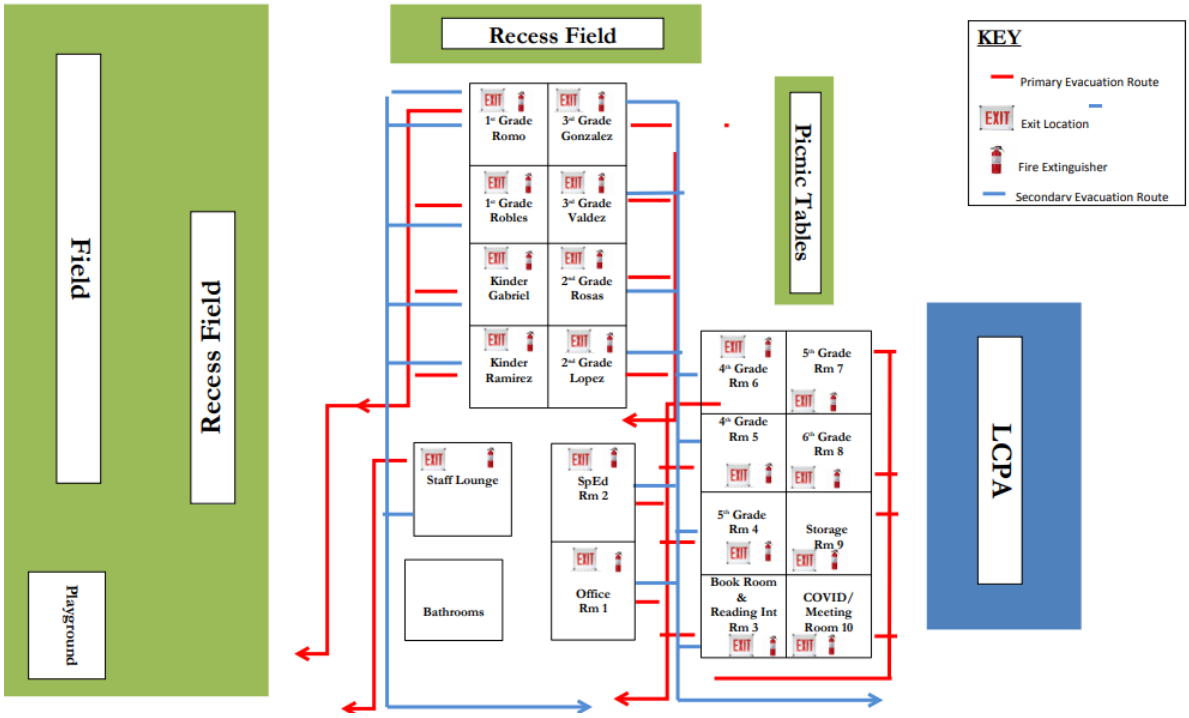



Walmart
Learning Center
Classroom
Classroom
Classroom
Classroom
Boys
Girls
Parent Liasion
Main Entrance
Play Area
Activist Room
Cafeteria
Cafeteria Kitchen
EXIT
Color Key
Exit Route
Exit
Classroom
Restroom
Fire Extinguisher
Storage
Secondary Route
Parking Lot
Meeting Area
Meeting Area
Ground Floor

Voices College Bound Language Academy- Franklin McKinley Evacuation Map

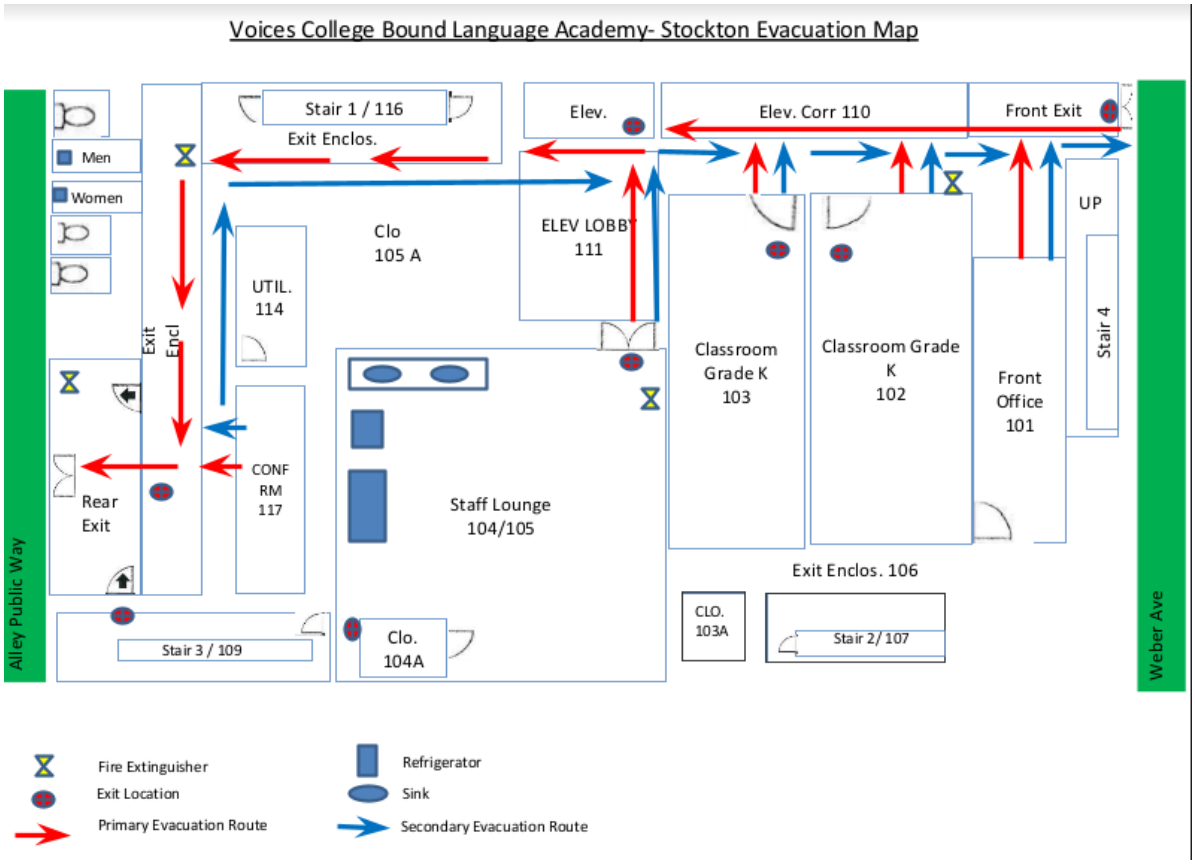


Voices College Bound Language Academy- Mt. Pleasant Evacuation Map

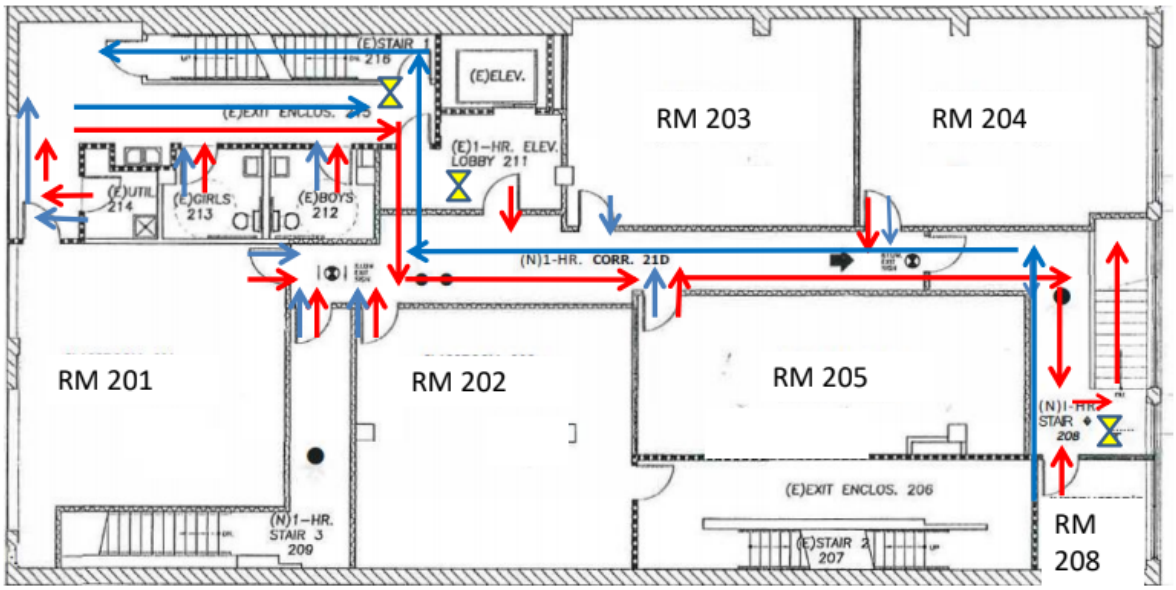


Voices College-Bound Language Academy - Stockton Evacuation Map

First Floor


Voices College Bound Language Academy- Stockton Evacuation Map
Stair 1 / 116
Exit Enclos.
Elev.
Elev. Corr 110
Front Exit
Men
Women
Clo
105 A
ELEV LOBBY
111
UP
UTIL.
114
Exit
Encl
Classroom
Grade K
103
Classroom Grade
K
102
Front
Office
101
Stair 4
CONF
RM
117
Rear
Exit
Staff Lounge
104/105
Exit Enclos. 106
CLO.
103A
Stair 2/ 107
Stair 3 / 109
Clo.
104A
Alley Public Way
Weber Ave
Fire Extinguisher
Exit Location
Primary Evacuation Route
Refrigerator
Sink
Secondary Evacuation Route

Second Floor



Fire Extinguisher

Primary Evacuation Route

Alternate Evacuation Route

M. Telephone Bomb Threat Reporting Procedure

Instructions:

- Be Calm & Courteous
- Listen & do not interrupt the caller
- Keep caller talking (pretend difficulty hearing)

Your Name: _____ Time: _____ Date: _____

Document the following:

Caller's Identity:

Male/Female Adult Juvenile Approximate Age:_____

Voice Characteristics:

Loud High Pitch Soft Deep Raspy Pleasant Intoxicate Other: _____

Acent:

English Spanish Other: _____

Speech:

Fast Stutter Slurred Slow Distorted Nasal Other: _____

Language:

Excellent Fair Foul Poor Other: _____

Background Noises:

Factory Machinery Trains Music Street Animals Voices Party Airplanes Quiet

Ask the following questions to Bomb Threat Person (if possible):

- What time will bomb go off: _____
- Where is it located: _____
- What kind of bomb is it: _____
- What kind of package is it in: _____
- What is your name & address: _____

Call the Police / Notify your supervisor immediately

N. Safety Drill Schedule

Morgan Hill Drill Schedule:

Earthquake	9/15/2021
Earthquake	12/08/2021
Earthquake	03/09/2022
Fire	10/13/2021
Fire	01/11/2022
Fire	04/14/2022
Code Red	11/17/2021
Code Red	2/8/2022
Code Red	05/11/2022
Code Red	06/07/2022

Mount Pleasant Drill Schedule:

Earthquake	9/15/2021
Earthquake	12/08/2021
Earthquake	03/09/2022
Fire	10/13/2021
Fire	01/11/2022
Fire	04/14/2022
Code Red	11/17/2021
Code Red	2/8/2022
Code Red	05/11/2022
Code Red	06/07/2022

Flagship Drill Schedule:

Earthquake	9/15/2021
Earthquake	12/08/2021
Earthquake	03/09/2022
Fire	10/13/2021
Fire	01/11/2022
Fire	04/14/2022
Code Red	11/17/2021
Code Red	2/8/2022
Code Red	05/11/2022
Code Red	06/07/2022

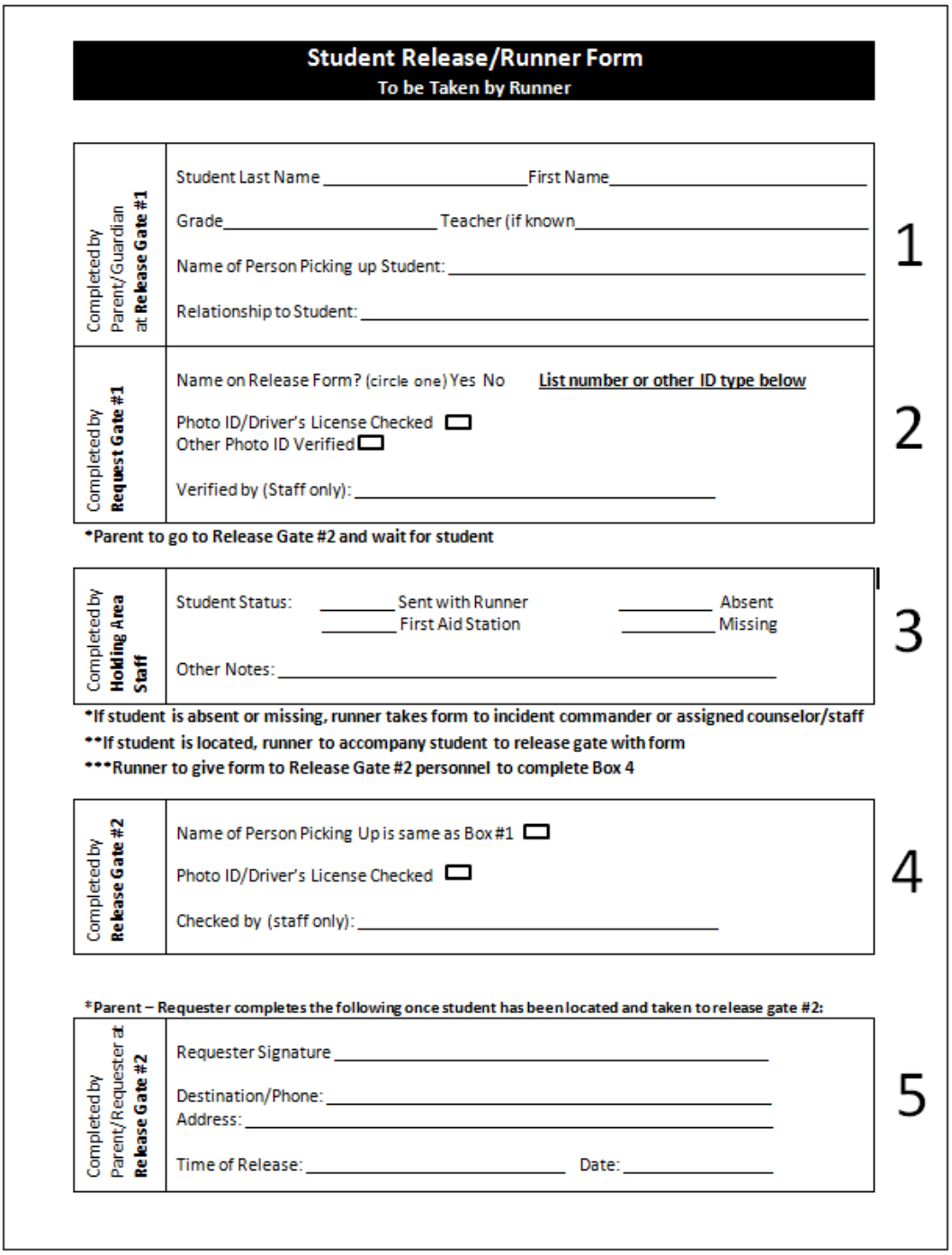
West Contra Costa Drill Schedule:

Earthquake	9/15/2021
Earthquake	12/08/2021
Earthquake	03/09/2022
Fire	10/13/2021
Fire	01/11/2022
Fire	04/14/2022
Code Red	11/17/2021
Code Red	2/8/2022
Code Red	05/11/2022
Code Red	06/07/2022

Stockton Drill Schedule:

Earthquake	9/15/2021
Earthquake	12/08/2021
Earthquake	03/09/2022
Fire	10/13/2021
Fire	01/11/2022
Fire	04/14/2022
Code Red	11/17/2021
Code Red	2/8/2022
Code Red	05/11/2022
Code Red	06/07/2022

O. Student Release/Runner Form



Student Release/Runner Form
To be Taken by Runner

Completed by Parent/Guardian at **Release Gate #1**	Student Last Name _____ First Name _____ Grade _____ Teacher (if known _____ Name of Person Picking up Student: _____ Relationship to Student: _____	1
Completed by **Request Gate #1**	Name on Release Form? (circle one) Yes No **List number or other ID type below** Photo ID/Driver's License Checked ☐ Other Photo ID Verified ☐ Verified by (Staff only): _____	2

***Parent to go to Release Gate #2 and wait for student**

Completed by **Holding Area Staff**	Student Status: _____ Sent with Runner _____ Absent _____ First Aid Station _____ Missing Other Notes: _____	3

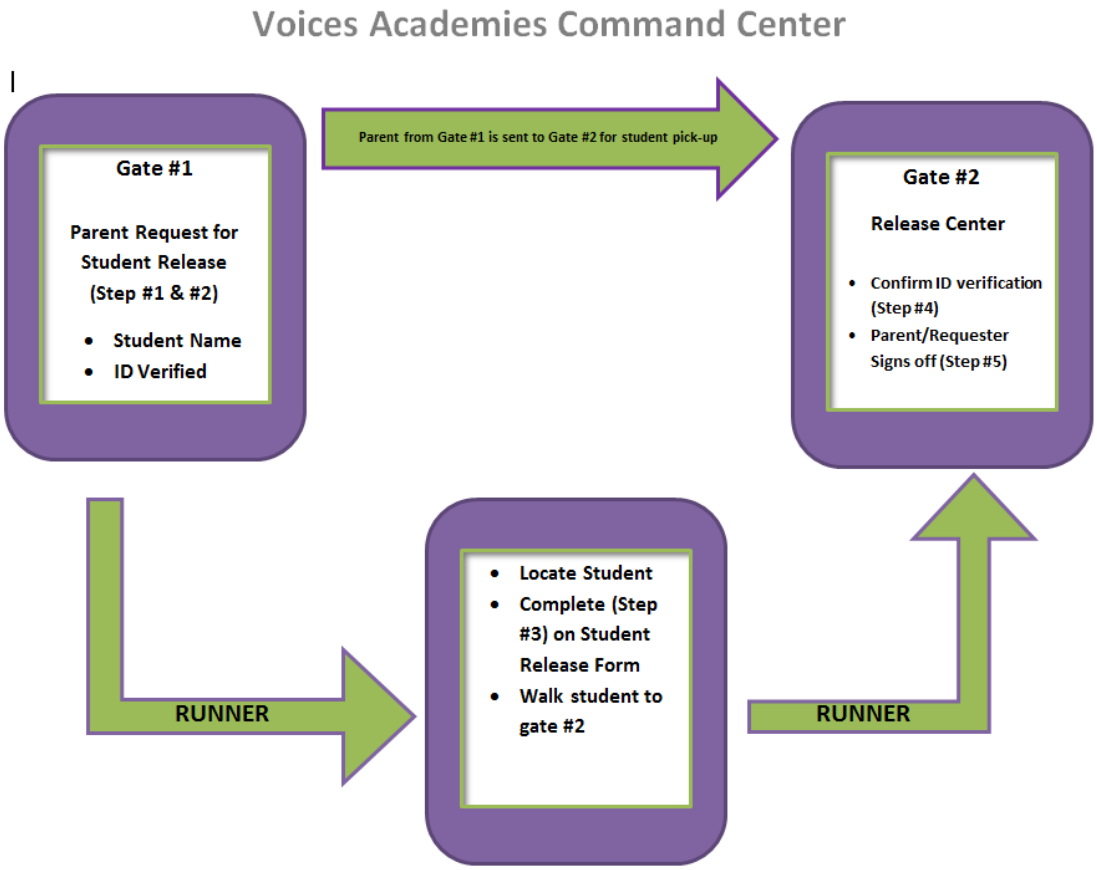
***If student is absent or missing, runner takes form to incident commander or assigned counselor/staff**
****If student is located, runner to accompany student to release gate with form**
*****Runner to give form to Release Gate #2 personnel to complete Box 4**

Completed by **Release Gate #2**	Name of Person Picking Up is same as Box #1 ☐ Photo ID/Driver's License Checked ☐ Checked by (staff only): _____	4

***Parent – Requester completes the following once student has been located and taken to release gate #2:**

Completed by Parent/Requester at **Release Gate #2**	Requester Signature _____ Destination/Phone: _____ Address: _____ Time of Release: _____ Date: _____	5

P. Command Center Chart



Coversheet

Approve Revised Policy

Section: IV. Board Business: Consent Items
Item: G. Approve Revised Policy
Purpose: Vote
Submitted by:
Related Material: Holidays, Vacations, and Leaves Policy 08012021_Revised - DRAFT.pdf

Personnel

Holidays, Vacations And Leaves

Holidays

The Voices College-Bound Language Academies ("VCBLA") calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day

Regular full-time or part-time non-exempt employees who workworks more than thirty (30) hours per week are eligible for holiday pay at their regular pay rate on designated, Board approved holidays as designated on the yearly school calendar. If a "Holiday" falls on a Saturday or Sunday, it will be observed the Friday before or MOnday after. "Holidays" shall not include vacation/non-work days that may come before or after an approved holiday. Employees must be employed for at least thirty (30) calendar days to be eligible for holiday pay. If an observed holiday occurs during an employee's scheduled and approved time off, they will be paid for the holiday (if eligible) and will not have their leave docked for the day the holiday is observed. Employees are not paid for holidays after their termination date. Employees on any leave of absence do not earn holiday pay.

Recognized religious holidays may be taken off by an employee whose religion requires observance of the particular day. Employees must request the day off in advance by written notice to the Employee Supervisor. The employee will be paid if the religious holiday is taken as an earned personal necessity day. The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

Sick Leave

Sick leave is a benefit provided to employees in order to provide a cushion for incapacitation due to illness or injury. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic

partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Finally, an employee may take sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all VCBLA employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible employees will receive twenty-four (24) hours of paid sick leave at the beginning of each school year or on their start date if hired after the school year has begun. Additionally, full-time employees working on a twelve (12) month schedule will accrue an additional 6.0 hours of paid sick leave per month for a total of ninety-six (96) hours of paid sick leave per year and full-time employees working on an eleven (11) month schedule will accrue and additional 5.82 hours of paid sick leave per month for a total of eighty-eight (88) hours of paid sick leave per year. Full-time employees on at least a ten (10) month schedule shall accrue additional 5.6 hours of sick leave per month for a total of eighty-(80) hours per year.Full-time employees working the equivalent of an eight (8) month schedule or less shall accrue an additional 5.0 hours of sick leave per month for a total of sixty-four (65) hours per year.

Unused, accrued sick leave does not carry over from year-to-year.

Employees cannot use paid sick leave until the sixtieth (60^{th}) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. Employees are not allowed to draw against unearned/unaccrued sick leave. The School does not pay employees in lieu of unused sick leave.

Sick leave may only be used for the purposes specified in this policy. Accordingly, the School retains the right to request verification from a licensed health care provider for any absence due to illness or disability.

Employees must provide reasonable advance notification, either orally or in writing, if a need for paid sick leave is foreseeable. Further, employees should schedule medical appointments in a manner that does not interfere with their job duties whenever possible. If the need for paid sick leave is unforeseeable, the employee must provide notice for the leave as soon as practicable.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School. Full-time employees may also request sick leave donations in order to address instances of catastrophic illness or injury.

<u>Vacation</u>

While the School recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for "peak traffic periods" in the school. With this in mind, it is expected that vacation time will be taken when school is not in session whenever possible.

Regular full-time, twelve (12) month administrative and Charter Management Organization (CMO) staff are entitled to vacation terms based upon date of hire, length of service and status with the School. Administrative employees include Principal, Business Manager, Dean of Culture, and Student Services Manager, and Instructional Coaches. Full-time CMO staff will accrue eighty (80) hours of paid vacation each year as of July 1st. Full-time administrative staff will accrue forty (40) hours of paid vacation each year as of July 1st. Vacation days are prorated for full-time employees working less than forty (40) hours per week. New employees shall not receive any paid vacation time for the first four (4) months of employment, and shall begin accruing a prorated amount of vacation time for their first year after completing four (4) months of employment. Instructional and non-exempt employees and employees working on part-time basis (less than full-time) shall not receive vacation days.

Any vacation time taken should be coordinated and cleared by the supervisor subject to scheduling. Vacation days should be taken when school is not in session whenever possible, preferably in July. Vacation must be approved at least two (2) weeks in advance.

Vacation time is accrued on a monthly basis and may not be utilized before it is earned. An employee whose employment terminates will be paid for accrued unused vacation days. Vacation can accrue up to a maximum of one hundred and twenty (120) hours of pay. Once this cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation compensation will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

Personal Necessity Leave

All full-time employees who accrue sick leave may use up to twenty-four (24) hours of sick leave as personal necessity leave per year. Full-time employees on at least a ten (10) month schedule may use a prorated amount of their sick leave each year for personal necessity. Uses of personal necessity leave may include, but are not limited to, the death or serious illness of a member of the employee's immediate family (this is in addition to Bereavement Leave), an accident involving the employee's person or property, or the person or property of an immediate family member, adoption of a child, the birth of child making it necessary for an employee be absent during work hours, attendance at conferences, personal legal matters, religious observances, and business matters that cannot be conducted outside of the workday. Personal necessity leave is not vacation and except in emergency/unexpected circumstances, must be approved at least two (2) weeks in advance by the Employee Supervisor. Personal necessity

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leave is a component of the School's sick leave policy. As a result, personal necessity leave does not accrue and will not be paid out upon separation from employment.

Catastrophic Sick Leave Donation Policy

Full-time employees who are experiencing catastrophic illness and have exhausted all their paid leave may request donations of accumulated unused sick leave from other employees of VCBLA who wish to donate sick leave to that individual.

A "catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for extended periods of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because s/he has exhausted all of his/her sick leave and other paid time off.

"Members of the employee's family" shall be limited to a parent, spouse/domestic partner, child, sibling, parent-in-law, son/daughter-in-law, grandparent and grandchild of the employee or any relative living with the employee.

The intent of this leave is to provide employees economic relief for devastating personal health circumstances. Catastrophic leave may not be used for:

1. Elective surgery
2. Personal necessity leave
3. Normal pregnancy
4. Substance abuse rehabilitation
5. Bereavement

A full-time employee may request donated catastrophic sick leave up to thirty (30) days through the lifetime~~through lifetime~~ of employee tenure at VCBLA.

Whenever possible, the employee must submit a request for the additional days to the Employee Supervisor at least fifteen (15) working days before he or she expects to exhaust all other available sick leave. A verification of the information in the request from the employee's physician must be attached.

When the Employee Supervisor determines that the illness or injury meets the appropriate criteria, the Employee Supervisor shall contact the Human Resources Manager who will contact all other VCBLA employees to announce that they may donate up to twenty-four (24) hours of their personal sick leave days for use by the employee requesting the catastrophic sick leave. All employees shall also be notified that the donation is irrevocable. Employees with fewer than

twenty-four (24) hours of accumulated sick leave days are not eligible to contribute sick leave days to the Catastrophic Leave Program. All employees, whether full- or part-time, must donate sick leave in increments of eight (8) hours.

Employees will authorize their donation on a signed form provided and collected by the Human Resource Manager.

The Human Resource Manager will conduct a lottery, assign each donor a number, and prepare a confidential list of donation order to be kept in the CMO office. Each eligible donor on the list will have his or her available sick leave reduced as it is used in the order established by the lottery donor number. The Employee Supervisor or designee will notify all employee donors of the status of their donated sick leave.

Unpaid Leave of Absence

VCBLA recognizes that special situations may arise where an employee must leave his or her job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

If you are currently covered, medical, and dental coverage will remain in force during a medical or worker's compensation leave of absence, provided you pay the appropriate premiums. Whether you are required to pay your own premiums will depend upon the length of your leave of absence. During a family/medical leave, your medical and dental benefits will remain in force provided you pay the appropriate premiums. Benefits are terminated the day any other type of leave begins. No vacation time is accrued during any type of unpaid leave of absence.

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA leave in any twelve (12) month period for the purposes enumerated below. For purposes of this policy, all leave taken under FMLA or CFRA will be referred to as "FMLA leave."

- Employee Eligibility Criteria

  To be eligible for FMLA leave, the employee must have been employed by the School for a total of at least twelve (12) months and must have worked at least 1,250 hours during

the twelve (12) month period immediately preceding commencement of the FMLA leave.

- Events That May Entitle an Employee To FMLA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee's newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a combined total of twelve (12) weeks of leave for this purpose.

2. Because of the employee's own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of his or her job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School's separate pregnancy disability policy).

    a. A "serious health condition" is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

    b. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

    c. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

    d. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider.

3. To care for a spouse, domestic partner, child, or parent with a serious health condition or military service-related injury. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) -month period to provide said care.

4. For any "qualifying exigency" because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces.

- Amount of FMLA Leave Which May Be Taken

1. FMLA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.

2. In addition to the twelve (12) workweeks of FMLA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member~~servicemember~~ shall also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.

3. The "twelve month period" in which twelve (12) weeks of FMLA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA leave.

4. If a holiday falls within a week taken as FMLA leave, the week is nevertheless counted as a week of FMLA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA leave entitlement. Similarly, if an employee uses FMLA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's CFRA entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

- Pay during FMLA Leave

  1. An employee on FMLA leave because of his/her own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.

  2. An employee on FMLA leave for child care or to care for a spouse, domestic partner, parent, or child with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA leave.

  3. If an employee has exhausted his/her sick leave, leave taken under FMLA shall be unpaid leave.

  4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA leave. Sick pay accrues during any period of unpaid FMLA leave only until the end of the month in which unpaid leave began.

- Health Benefits

  The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA leave, and these provisions may change from time to time. The health benefits of employees on FMLA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

  If an employee is required to pay premiums for any part of his/her group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

  VCBLA may recover the health benefit costs paid on behalf of an employee during his/her FMLA leave if:

  1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have "failed to return from leave" if he/she works less than thirty (30) days after returning from FMLA leave; and

2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA leave, or other circumstances beyond the control of the employee.

- Seniority

An employee on FMLA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA leave will return with the same seniority he/she had when the leave commenced. An employee who was absent from work while fulfilling his or her covered service obligation under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") shall be credited, upon his or her return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service.

- Medical Certifications

1. An employee requesting FMLA leave because of his/her own or a relative's serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School's request for certification) may result in denial of the leave request until such certification is provided.

2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee's health care provider to authenticate or clarify information in a deficient certification if the employee is unable to cure the deficiency.

3. If the School has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

- Procedures for Requesting and Scheduling FMLA Leave

    1. An employee should request FMLA leave by completing a Request for Leave form and submitting it to the Employee Supervisor. An employee asking for a Request for Leave form will be given a copy of the School's then-current FMLA leave policy.

    2. Employees should provide not less than thirty (30) days' notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her spouse, domestic partner, child, or parent. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA leave was an emergency or was otherwise unforeseeable.

    3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

    4. If FMLA leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, domestic partner, parent or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

    5. If FMLA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.

    6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

    7. The School will respond to an FMLA leave request no later than five (5) days of receiving the request. If an FMLA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the FMLA leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous injury to the School's operations) is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA leave.

2. When a request for FMLA leave is granted to an employee (other than a "key" employee), the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).

3. Before an employee will be permitted to return from FMLA leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Limitations on Reinstatement

1. VCBLA may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous injury to the School's operations. A "key" employee is an exempt salaried employee who is among the highest paid 10% of the School's employees within seventy-five (75) miles of the employee's worksite.

2. A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FMLA leave, that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the School determines that substantial and grievous injury to the School's operations will result if the employee is reinstated from FMLA leave. At the time it determines that refusal is necessary, the School will notify the "key" employee in writing (by certified mail) of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the School to suffer substantial and grievous injury. If the School realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

- Employment during Leave

No employee, including employees on FMLA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

- Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or a related medical condition and must provide appropriate medical certification concerning the disability.

- Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of her job without undue risk to herself, the successful completion of her pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or

2. The employee needs to take time off for prenatal care.

- Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour

days per week, four (4) months means 693 hours of leave (40 hours per week times 17 1/3 weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times 17 1/3 weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times 17 1/3 weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pregnancy disability leave does not count against the leave which may be available as Family Care and Medical Leave.

- Pay during Pregnancy Disability Leave

  1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.

  2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.

  3. Vacation and sick pay accrues during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

- Health Benefits

  VCBLA shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12) month period. VCBLA

can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.

2. The employee's failure to return from leave is for a reason other than the following:

   - The employee is taking leave under the California Family Rights Act.
   - There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
   - There is a non-pregnancy related medical condition requiring further leave.
   - Any other circumstance beyond the control of the employee.

- Seniority

  An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

- Medical Certifications

  1. An employee requesting a pregnancy disability leave must provide medical certification from her healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

  2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

- Requesting and Scheduling Pregnancy Disability Leave

  1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Employee Supervisor. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.

2. Employee should provide not less than thirty (30) days or as soon of notice as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.

3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.

5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

6. In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

- Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:

   a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.

   b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar days thereafter. The School will take reasonable

steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period.

A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

3. In accordance with VCBLA policy, before an employee will be permitted to return from a pregnancy disability leave of three (3) days or more, the employee must obtain a certification from her healthcare provider that she is able to resume work.

4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

- Employment during Leave

  No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers' Compensation)

VCBLA, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers' compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure you receive any worker's compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to the Employee Supervisor;

- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Employee Supervisor; and

- Provide the School with a certification from your health care provider regarding the need for workers' compensation disability leave as well as your eventual ability to return to work from the leave.

It is the School's policy that when there is a job-related injury, the first priority is to insure that the injured employee receives appropriate medical attention. VCBLA, with the help of its insurance carrier, has~~carrier has~~ selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School's operation.

- If an employee is injured on the job, he/she is to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems ("EMS") such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Employee Supervisor and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of his/her shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by his/her personal physician at his/her own expense, but he/she is still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.
- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

VCBLA shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employee shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation

or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

VCBLA will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

VCBLA shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Full-time employees who have worked for more than thirty (30) days are entitled to a leave of up to three (3) workdays without loss of pay due to a death in the immediate family. For purposes of this policy, an immediate family member shall be limited to a parent (including parent-in-law), spouse/domestic partner, child (including son/daughter-in-law), sibling (including brother/sister-in-law), grandparent, or grandchild of the employee, the employee's spouse/domestic partner, or relative living with the employee. Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off. If an employee requires more than three (3) workdays off for bereavement leave, the employee may request additional unpaid leave or may request the opportunity to use any accrued sick leave.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to provide work duties as assigned. For all non-exempt employees, the School will pay for up to three (3) days if you are called to serve on a jury.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off

shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Employee Supervisor at least two (2) days' notice.

Bone Marrow/Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a twelve (12) month period. Eligible employees who require time off to donate an organ to another person may receive up to thirty (30) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave ("Donor Leave"), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

An employee must first use his or her earned but unused sick leave for bone marrow donation and two (2) weeks' worth of earned but unused sick leave for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

School Appearance and Activities Leave

As required by law, VCBLA will permit an employee who is a parent or guardian of school children, from kindergarten through grade twelve (12), or a child in a licensed day-care facility, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child's school. If more than one parent or guardian is an employee of VCBLA, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused sick time to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child's school requesting the presence of the employee.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Employee Supervisor thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in his former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed.

If an employee fails to return from a leave of absence on the date agreed and does not provide medical information to justify the continued absence, it will be assumed that the employee has voluntarily resigned.

If you need further information regarding Leaves of Absence, be sure to consult the Human Resources Manager.

Coversheet

Approve 21-22 Bell Schedules for Voices FS, WCC, MP, MH and Stockton

Section: IV. Board Business: Consent Items
Item: H. Approve 21-22 Bell Schedules for Voices FS, WCC, MP, MH and Stockton
Purpose: Vote
Submitted by:
Related Material: _Voices.MP.Bell Schedule.21-22.pdf
Voices Stockton Bell Schedule.20-21.pdf
FM Bell Schedule 21-22.pdf
Voices.MH.Bell Schedule.21-22.pdf
2021-22 WCC Bell Schedule.pdf

Voices College-Bound Language Academy Mount Pleasant Bell Schedule SY 21-22

Regular Day Schedule	Minimum Day Schedule
TK/Kinder Regular Day 8:00-9:25 (85) 9:25-9:40 Recess (15) 9:40-11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-2:05(105) 2:05-2:20 Snack Recess (15) 2:20-4:00 (100)	**TK/Kinder Minimum Day** 8:00-9:50 (110) 9:50-10:05 Recess (15) 10:05-11:00 (55) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
First Grade Regular Day 8:00-9:40 (100) 9:40-9:55 Recess <15> 9:55-11:00 (65) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-1:45 (75) 1:45-2:00 Snack Recess <15> 2:00-4:00 (120)	**First Grade Minimum Day** 8:00-9:35 (95) 9:35-9:50 Recess <15> 9:50-11:00 (70) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
Second Grade Regular Day 8:00-9:25 (85) 9:25-9:40 Recess <15> 9:40-11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-1:45 (75) 1:45-2:00 Snack Recess <15> 2:00-4:00 Dismissed (120)	**Second Grade Minimum Day** 8:00-9:20 (80) 9:20-9:35 Recess <15> 9:35-11:00 (85) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
Third Grade Regular Day 8:00-9:45 (105) 9:45-10:00 Recess <15> 10:00-11:00 (60) 11:00 - 11:30 Enrichment 11:30-12:00 Lunch <30> 12:00-12:30 Enrichment <30> 12:30-1:45 (75)	**Third Grade Minimum Day** 8:00-9:20 (80) 9:20-9:35 Recess <15> 9:35-11:00 (85) 11:00-11:30 Lunch <30> 11:30-12:30 (60)

1:45-2:00 Snack Recess <15> 2:00-4:00 Dismissed (120)	
Fourth Grade Regular Day 8:00-10:05 (125) 10:05-10:20 Recess <15> 10:20-11:00 (40) 11:00-11:30 Enrichment <30> 11:30-12:00 Lunch <30> 12:00-12:30 Enrichment <30> 12:30-2:05 (95) 2:05-2:20 Snack Recess <15> 2:20-4:00 Dismissed (100)	**Fourth Grade Minimum Day** 8:00-10:05 (125) 10:05-10:20 Recess <15> 10:20-11:30 (70) 11:30-12:00 Lunch <30> 12:00-12:30 (30)
Fifth Grade Regular Day 8:00-9:30 (90) 9:30-9:45 Recess <15> 9:45-11:00 (75) 11:00-11:30 Enrichment <30> 11:30-12:00 Lunch <30> 12:00-12:30 Enrichment <30> 12:30-1:35 (65) 1:35–1:50 Snack Recess <15> 1:50–4:00 Dismissed (130)	**Fifth Grade Minimum Day** 8:00-10:20 (140) 10:20-10:35 Recess <15> 10:35-11:30 (55) 11:30-12:00 Lunch <30> 12:00-12:30 (30)

VMS Regular Day

	Start	End	Minutes
Block 1	8:00	10:00	(120)
Break	10:00	10:10	<10>
Block 2	10:10	11:00	(50)
Enrichment	11:00	11:55	<55>
Lunch	11:55	12:30	<35>
Block 2	12:30	1:45	(75)
Snack	1:45	2:00	<15>
Block 3	2:00	4:00	(120)

Minimum Day

Sixth-Eighth Grade Minimum Day

	Start	End	Minutes
Block 1	8:00	9:15	(75)
Block 2	9:15	10:30	(75)
Break	10:30	10:40	<10>
Block 3	10:40	11:30	(50)
Lunch	11:30	12:00	<30>
Block 3	12:00	12:30	(30)

Reviewed by CAO on 7/26/21

Voices College-Bound Language Academy Stockton Bell Schedule SY 20-21

Regular Day Schedule	Minimum Day Schedule
TK/Kinder Regular Day 8:00-9:50 (110) 9:50-10:05 Recess (15) 10:05-11:00 (55) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-2:15 (105) 2:15-2:30 Snack Recess (15) 2:30-4:00 Dismissed (90)	**TK/Kinder Minimum Day** 7:55-9:50 (115) 9:50-10:05 Recess (15) 10:05-11:00 (55) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
First Grade Regular Day 8:00-9:35 (95) 9:35-9:50 Recess <15> 9:50-11:00 (70) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-1:45 (75) 1:45-2:00 Snack Recess <15> 2:00-4:00 Dismissed (120)	**First Grade Minimum Day** 7:55-9:35 (100) 9:35-9:50 Recess <15> 9:50-11:00 (70) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
Second Grade Regular Day 8:00-9:20 (80) 9:20-9:35 Recess <15> 9:35-11:00 (85) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-2:00 (90) 2:00-2:15 Snack Recess <15> 2:15-4:00 Dismissed (105)	**Second Grade Minimum Day** 7:55-9:20 (85) 9:20-9:35 Recess <15> 9:35-11:00 (85) 11:00-11:30 Lunch <30> 11:30-12:30 (60)

Voices College-Bound Language Academy (Flagship)
Bell Schedule SY 21-22

Regular Day Schedule	Minimum Day Schedule
Kinder Regular Day 8:00-9:25 (85) 9:25-9:40 Recess (15) 9:40-11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-2:00 (90) 2:00-2:15 Snack Recess (15) 2:15-4:00 Dismissed (105)	**Kinder Minimum Day** 8:00-9:25 (85) 9:25-9:40 Recess (15) 9:40-11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 Dismissed (60)
First Grade Regular Day 8:00-9:40 (100) 9:40-9:55 Recess <15> 9:55-11:00 (65) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-1:45 (75) 1:45-2:00 Snack Recess <15> 2:00-4:00 Dismissed (120)	**First Grade Minimum Day** 8:00-9:40 (100) 9:40-9:55 Recess <15> 9:55-11:00 (65) 11:00-11:30 Lunch <30> 11:30-12:30 Dismissed (60)
Second Grade Regular Day 8:00-9:25 (85) 9:25-9:40 Recess <15> 9:40-11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-1:45 (75) 1:45-2:00 Snack Recess <15> 2:00 -4:00 Dismissed (120)	**Second Grade Minimum Day** 8:00-9:25 (85) 9:25-9:40 Recess <15> 9:40-11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 Dismissed (60)
Third Grade Regular Day 8:00-9:45 (105) 9:45-10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Enrichment <30> 11:30-12:00 Lunch <30> 12:00-12:30 Enrichment <30> 12:30-1:45 (75) 1:45-2:00 Snack Recess <15> 2:00-4:00 Dismissed (120)	**Third Grade Minimum Day** 8:00-9:45 (105) 9:45-10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Lunch <30> 11:30-12:30 Dismissed (60)

Fourth Grade Regular Day	Fourth Grade Minimum Day
8:00-9:45 (105) 9:45-10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Enrichment <30> 11:30-12:00 Lunch <30> 12:00-12:30 Enrichment <30> 12:30-1:30 (60) 1:30 – 1:45 Snack Recess <15> 1:45-4:00 Dismissed (135)	8:00-9:45 (105) 9:45-10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Lunch <30> 11:30-12:30 Dismissal (60)
Fifth Grade Regular Day	**Fifth Grade Minimum Day**
8:00-9:30 (90) 9:30-9:45 Recess <15> 9:45-11:00 (75) 11:00-11:30 Enrichment <30> 11:30-12:00 Lunch <30> 12:00-12:30 Enrichment <30> 12:30-1:45 (75) 1:45-2:00 Snack Recess <15> 2:00 – 4:00 Dismissed (120)	8:00-9:30 (90) 9:30-9:45 Recess <15> 9:45-11:30 (105) 11:30-12:00 Lunch <30> 12:00-12:30 Dismissal (30)

Sixth-Eighth Grade Regular Day			
	Start	**End**	**Minutes**
Block 1	8:00	10:00	(120)
Break	10:00	10:10	<10>
Block 2	10:10	11:00	(50)
Enrichment	11:00	11:55	<55>
Lunch	11:55	12:30	<35>
Block 2	12:30	1:45	(75)
Snack	1:45	2:00	<15>
Block 3	2:00	4:00	(120)

Sixth-Eighth Grade Minimum Day			
	Start	**End**	**Minutes**
Block 1	8:00	9:15	(75)
Block 2	9:15	10:30	(75)
Break	10:30	10:40	<10>
Block 3	10:40	11:30	(50)
Lunch	11:30	12:00	<30>
Block 3	12:00	12:30	(30)

Voices College-Bound Language Academy Morgan Hill
Bell Schedule SY 21-22

Regular Day Schedule	Minimum Day Schedule
TK/Kinder Regular Day 8:00-9:25 (85) 9:25-9:40 Recess (15) 9:40-11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-2:00 (90) 2:00-2:15 Snack Recess (15) 2:15-4:00 Dismissed (105)	**TK/Kinder Minimum Day** 8:00-9:25 (85) 9:25-9:40 Recess (15) 9:40-11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
First Grade Regular Day 8:00--9:40 (100) 9:40-9:55 Recess <15> 9:55-11:00 (65) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-1:45 (75) 1:45-2:00 Snack Recess <15> 2:00-4:00 Dismissed (120)	**First Grade Minimum Day** 8:00-9:40 (100) 9:40-9:55 Recess <15> 9:55-11:00 (65) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
Second Grade Regular Day 8:00-9:25 (85) 9:25-9:40 Recess <15> 9:40-11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-1:45 (75) 1:45:-2:00 Snack Recess <15> 2:00-4:00 Dismissed(120)	**Second Grade Minimum Day** 8;00-9:25 (85) 9:25-9:40 Recess <15> 9:40-11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
Third Grade Regular Day 8:00-9:45 (105) 9:45-10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Lunch <30> 11:30-12:25 Enrichment <55> 12:25-1:45 (80) 1:45-2:00 Snack Recess <15> 2:00-4:00 Dismissed (120)	**Third Grade Minimum Day** 8:00-9:45 (105) 9:45-10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Lunch <30> 11:30-12:30 (60)

Fourth Grade Regular Day	**Fourth Grade Minimum Day**
8:00-9:45 (105) 9:45-10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Enrichment <30> 11:30-12:00 Lunch <30> 12:00-12:30 Enrichment <30> 12:30-1:30 (60) 1:30-1:45 Snack Recess <15> 1:45-4:00 Dismissed (135)	8:00-9:45 (105) 9:45-10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 (30) 11:30-12:00 Lunch <30> 12:00-12:30 (30)
Fifth Grade Regular Day	**Fifth Grade Minimum Day**
8:00-9:30 (90) 9:30-9:45 Recess <15> 9:45-11:00 (75) 11:00-11:30 Enrichment <30> 11:30-12:00 Lunch <30> 12:00-12:30 Enrichment <30> 12:30-1:30 (60) 1:30–1:45 Snack Recess <15> 1:45–4:00 Dismissed (135)	8:00-9:30 (90) 9:30-9:45 Recess <15> 9:45-11:00 (75) 11:00-11:30 (30) 11:30-12:00 Lunch <30> 12:00-12:30 (30)

Sixth-Seventh Grade Regular Day			
	Start	**End**	**Minutes**
Block 1	8:00	10:00	(120)
Break	10:00	10:10	<10>
Block 2	10:10	11:00	(50)
Enrichment	11:00	11:30	<30>
Lunch	11:30	12:00	<30>
Enrichment	12:00	12:30	<30>
Block 2	12:30	1:45	(75)
Snack	1:45	2:00	<15>
Block 3	2:00	4:00	(120)

Sixth-Seventh Grade Minimum Day			
	Start	**End**	**Minutes**
Block 1	8:00	9:15	(75)
Block 2	9:15	10:30	(75)
Break	10:30	10:40	<10>
Block 3	10:40	11:30	(50)
Lunch	11:30	12:00	<30>

Block 3	12:00	12:30	(30)

Voices College-Bound Language Academy (WCC)
Bell Schedule SY 21-22

Regular Day Schedule	Minimum Day Schedule
Kinder Regular Day 8:00-9:25 (85) 9:25 - 9:40 Recess (15) 9:40-11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-2:05 (95) 2:05-2:20 Snack Recess (15) 2:20-4:00 Dismissed (105)	**Kinder Minimum Day** 8:00-9:25 (85) 9:25 - 9:40 Recess (15) 9:40-11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
First Grade Regular Day 8:00-9:40 (100) 9:40-9:55 Recess <15> 9:55-11:00 (65) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-1:45 (75) 1:45-2:00 Snack Recess <15> 2:00-4:00 Dismissed (120)	**First Grade Minimum Day** 8:00-9:40 (100) 9:40-9:55 Recess <15> 9:55-11:00 (65) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
Second Grade Regular Day 8:00-9:25 (85) 9:25 - 9:40 Recess <15> 9:40 - 11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 Enrichment <60> 12:30-1:45 (75) 1:45 - 2:00 Snack Recess <15> 2:00 -4:00 Dismissed (120)	**Second Grade Minimum Day** 8:00-9:25 (85) 9:25 - 9:40 Recess <15> 9:40 - 11:00 (80) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
Third Grade Regular Day 8:00-9:45 (105) 9:45 - 10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Enrichment <30> 11:30-12:00 Lunch <30> 12:00-12:30 Enrichment <30> 12:30-1:30 (60) 1:30 - 1:45 Snack Recess <15> 2:00 -4:00 Dismissed (120)	**Third Grade Minimum Day** 8:00-9:45 (105) 9:45 - 10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Lunch <30> 11:30-12:30 (60)

Fourth Grade Regular Day	**Fourth Grade Minimum Day**
8:00-9:45 (105) 9:45 - 10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Enrichment <30> 11:30-12:00 Lunch <30> 12:00-12:30 Enrichment <30> 12:30-1:30 (60) 1:30 - 1:45 Snack Recess <15> 1:45 -4:00 Dismissed (135)	8:00-9:45 (105) 9:45 - 10:00 Recess <15> 10:00-11:00 (60) 11:00-11:30 Lunch <30> 11:30-12:30 (60)
Fifth Grade Regular Day	**Fifth Grade Minimum Day**
8:00-9:30 (90) 9:30 - 9:45 Recess <15> 9:45-11:00 (75) 11:00-11:30 Enrichment <30> 11:30-12:00 Lunch <30> 12:00-12:30 Enrichment <30> 12:30-1:45 (60) 1:30 - 1:45 Snack Recess <15> 2:00 -4:00 Dismissed (120)	8:00-9:30 (90) 9:30 - 9:45 Recess <15> 9:45-11:00 (75) 11:00-11:30 Lunch <30> 11:30-12:30 (60)

Coversheet

Approve 21-22 School Calendar for FS, MP, MH, WCC and Stockton

Section:	IV. Board Business: Consent Items
Item:	I. Approve 21-22 School Calendar for FS, MP, MH, WCC and Stockton
Purpose:	Vote
Submitted by:	
Related Material:	2021-22 Operations Calendar.pdf

Voices College-Bound Language Academies

2021-22 Operations Calendar

JULY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
128	30	31				

SEPTEMBER (17)						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER (20)						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

NOVEMBER (18)						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER (11)						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY (18)						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

FEBRUARY (19)						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH (23)						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL (15)						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY (21)						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE (13)						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Holidays & Voices Network Events 2021-22

Aug 2	New Teacher Training	Dec 15 - Dec 31	Winter Break	Jun 17	Last Day of School (minimum day)
Aug 23	All Teacher Training	Oct 15	Day of Practice 2 (1:00 pm to 4:00 pm)	#	Observed Holidays
Aug 30	All Staff Meeting (OpsaPalooza)	Jan 28	Day of Practice 1 (1:00 pm to 4:30 pm)		Teacher Work Days
Aug 30	AT Start Date	April 4 - 8	Spring Break		ROCI/Conferences/Minimum Days
Sep 7	First Day of School (minimum day)		Facilitated Planning Days (students not in session)		Wellness Days (minimum day)

Revised 6/2/2021

Coversheet

Public Employee Performance Evaluation- CEO (Pursuant to Gov. Code Section 54957(b)(1).) Discuss

Section: VII. Closed Session
Item: A. Public Employee Performance Evaluation- CEO (Pursuant to Gov. Code Section 54957(b)(1).) Discuss
Purpose: Discuss
Submitted by:
Related Material: Voices-SUSD Letter of Concern for STN Budget-20210720 (1).pdf
Voices Stockton Response to District Concerns - 20210806.docx
CEO Goals 21-22.pptx

Stockton Unified School District

Marcus Battle
Interim Chief Business Official
Business Services
701 N. Madison Street
Stockton, CA 95202
(209) 933-7005 x2091

BOARD OF EDUCATION
Cecilia Mendez, President
Maria Mendez, Vice President
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Scot McBrian, Trustee
Alicia Rico, Trustee
Vacant, Trustee

SUPERINTENDENT
John Ramirez, Jr.

July 19, 2021

Francis Teso, Chief Executive Officer
Voices College-Bound Language Academy of Stockton
6840 Via Del Oro, Suite 160
San Jose, CA 95119

VIA HAND DELIVERY

Subject: 2021-22 Budget Report

Dear Chief Executive Officer Teso:

The Voices College – Bound Language Academy at Stockton (Voices) filed a POSITIVE certification of the school's 2021-22 Budget Report with Stockton Unified School District (SUSD). In accordance with California Education Code section 47604.32, SUSD has reviewed the 2021-22 Budget Report based on district authority under California Education Code section 47604.33(b).

Based on SUSD's review and analysis, the Budget Report approved by Voices on June 25, 2021 and presented to SUSD, a positive certification is provided for FY 2021-22 Budget. While SUSD has received VOICES's certification, our concerns regarding VOICES fiscal health are as noted below.

- **Enrollment/Average Daily Attendance (ADA)**
  Voices Charter enrollment projections assumes substantial growth over the forecast period from 74 in FY 2021-22 to 185 by FY 2023-24. We noticed that projected enrollment has been adjusted downward from the initial 2020-21 budget from 219 by FY 2023-24 to 185. Voices previously projected a total of 80 students for year 1; however, the actual number of students was 74. Given that Voices is in the early stages of its charter, enrollment/ADA is critical to Voices achieving financial stability.

- **Revenues**
  For FY 2021-22, Voices is projecting total revenues to increase from $1.052 million to $1.7 million. This represents an increase of almost $700,000. During our review, we noticed that a substantial portion or almost 80% of the projected increase is expected to come from local revenues. Your budget detail indicates the funds are coming from private donations. If the budgeted private donations are not received, we anticipate substantial financial impact for Voices. Based on our review, in order for SUSD to consider the privately donated funds, we are requesting that Voices provide documentation which guarantees the funds are forthcoming. We

believe if the donated funds are not forthcoming that Voices could become fiscally insolvent for FY 2021-22.

- **Deficit Spending**
  Voices is projected to deficit spend in the current budget year and the next two fiscal years. As noted previously, the projections are based on a total of $1.39 million in donated funds over the multi-year period; if the donated funds do not materialize, this could place Voices at a fiscal risk of insolvency. The level of deficit spending could also increase if the projected enrollment/ADA numbers don't hold. These factors are further contributing to the fiscal uncertainty for Voices.

- **Fund Balance**
  A district's fund balance is a strong indicator of district solvency. Voices is currently showing a negative fund balance in the estimated actual of ($488,738), current FY 2021-22 of ($505,341), and ($534,133) and ($567,541) for FY 2022-23 and FY 2023-24, respectively. Voices inability to show a positive ending fund balance in the current and next two fiscal years is an indication of fiscal instability and a further inability to meet increased costs obligations or economic downturns. As a result of an on-going negative fund balance, SUSD reviewed Voices cash flow and noted several concerns.

Cash Flow Concerns

Voices fiscal issues will impact its available cash reserves during these uncertain times. For school districts and charter schools throughout the state, the need to retain and maintain reserves is a necessity. Although Voices shows it is able to maintain a monthly cash balance throughout the FY 2021-21 forecast period, the uncertainty of donated revenues and a possible over projection of LCFF revenue fund entitlement could cause fiscal distress.

Indicators of Risk or Potential Insolvency

SUSD reviewed the Fiscal Crisis Management Assistance Team's (FCMAT) 15 indicators of Risks or Potential Insolvency applicable to Charter Schools. SUSD urges the Board of Directors and Executive Leadership to monitor the following areas as it works to improve Voices fiscal health.

- Unreasonable and/or unclear budget assumptions
- Reliance on private revenues/donations
- Deficit spending in the current or two subsequent fiscal years
- Failure to maintain the minimum reserve for economic uncertainty
- If unable to maintain the minimum reserve for economic uncertainty, a Board-approved plan to restore the minimum reserve for economic uncertainty does not exist
- Projected unrestricted fund balance not stable or not increasing

Conclusion

Voices self-certified their FY 2021-22 Budget Report as Positive. Because of the concerns listed above, SUSD is unsure of the charter's ability to maintain fiscal solvency. As a result of this uncertainty, SUSD

is required to request additional documentation to substantiate fiscal health and to take any and all other measures necessary to substantiate a positive fiscal outlook.

Voices is requested to provide SUSD with information and documentation, as suggested, throughout this letter which demonstrates fiscal solvency. As such, the following information is requested: A) projected vs. actual enrollment for prior fiscal year; B) Supporting documentation to support enrollment/ADA growth; C) Supporting documentation which guarantees donated funds over the current and next two fiscal years; D) A plan to maintain 3% minimum fund balance reserves during the forecast period; E) A plan to reduce deficit spending.

At this time, SUSD is providing conditional approval of the Voices FY 2021-22 Budget Report. Voices must provide the requested documentation no later than Friday, August 6, 2021. If Voices fails to provide the requested documentation, SUSD is prepared to take additional action which could include downgrading Voices financial certification and/or assigning a fiscal advisor to conduct a study of the financial and budgetary conditions of Voices.

We look forward to working collaboratively with Voices to provide the best opportunities for Stockton youth and we appreciate your time and attention to this matter. If you have any questions or concerns regarding our review, please feel free to contact me directly at (209) 933-7010 ext. 2091.

Sincerely,

Marcus Battle
Chief Business Officer

cc: Board of Directors, Voices College-Bound Language Academy
John Ramirez, Superintendent, SUSD
Francine Baird, Assistant Superintendent, Student Services, SUSD
Marivic Fortes, Budget Analyst, SUSD
Kathryn Rusk, Coordinator District Fiscal Oversight, San Joaquin COE
Scott Anderson, Chief Business Officer, San Joaquin COE

August 6th, 2021

John Ramirez Jr., Superintendent of Schools
Francine Baird, Interim Assistant Superintendent, Student Support Services
Marcus Battle, Interim Chief Business Official, Business Services
Stockton Unified School District
701 N. Madison Street
Stockton, CA 95202

Superintendent Ramirez, Assistant Superintendent Baird, and CBO Battle,

Thank you for the letter outlining your questions and concerns regarding our budget submission for the 2021-22 school year. As you know, Voices College-Bound Language Academy at Stockton opened in 2020-21 during a pandemic and public health crisis, where all schools were operating completely virtually. The recruiting of students during this time was severely limited, so in its first year, Voices was under-enrolled versus our charter petition target. In a similar fashion, for FY22, Voices is projecting to be under-enrolled versus what we originally planned, although closer to capacity than in FY21. Because our educational outcomes and our students are our highest priority, the Voices team is focused on ensuring the school is able to provide all necessary school staff and resources for our students by backfilling lost ADA funding with philanthropy. This is creating a large local revenue component to our budget. Per the attached resolution from the Voices board of directors, the organization is fully expecting to provide financial and administrative support to Voices Stockton for several years to compensate for the circumstances in which the school opened.

To address the other concerns in your letter:

Enrollment/ADA – As with many charters and districts across the state, enrollment and attendance are uniquely challenging and have been lagging during the pandemic of COVID-19. Voices Stockton is working hard to re-double its student recruitment efforts and resume in-person outreach. We hope to exceed our enrollment projections but anticipate that the enrollment for the duration of Voices' school build-out will be lower than originally planned and slower to reach full capacity. We acknowledge the impact this has on the budget and plan to both seek private philanthropy and make expense reductions where possible to adjust.

Revenues – The local revenues included in the budget are driven primarily by philanthropic contributions from the Silicon Schools Fund (approximately $100,000), the Hastings Grant from the California Charter School Association (approximately $30,000), and the remainder from the Voices Corporation (currently estimated at $550,000). The balance of local revenue is comprised of local food service revenue and local school-based fundraising.

Deficit Spending – The original budget submission to SUSD did not display any deficit spending, and the LCFF assumptions in this budget were based on the Governor's May Revised Budget. At the time of submission, the District and County requested that Voices revise their budget submission to reflect older LCFF assumptions, specifically around the LCFF Concentration Grant calculation (the new assumption of 65% was replaced with the older assumption of a 50% Concentration Grant factor). This reduced the LCFF revenue in the budget and pushed Voices down into a negative ending position for the year. Since the time of the submission, the final State Budget was approved, and it included Voices' original assumptions (65% Concentration Grant factor). This will be included in Voices' 1st Interim Budget Submission, demonstrating no deficit spending in any year in the foreseeable future.

Fund Balance - As mentioned in correspondence with Marivic Fortes during the time of submission, our projections for the FY21 were conservative. We know the large negative ending fund balance is not good, and we expect it to be better in the final unaudited actuals, however it will take hard work in the next few years to recover from the pandemic impact on our young school. The lack of ability to recruit students in our first year, as well as the inability to operate school as normal, will have lasting impacts on the financial foundation of the school. Additionally, as you may know, Voices was originally excluded from access to Title funding and ESSER funding because of its size, thus further negatively impacting the financial foundation. We are working with the CDE to qualify for including in ESSER II and ESSER III programs, neither of which are included in the FY21 actuals or the FY22 budget and should have a significant positive impact on the finances.

Cash Flow Concerns – As per the attached resolution, the Corporation has cash reserves that can be utilized as needed to ensure that Voices Stockton is timely in paying all obligations to employees and vendors. Given its strong financial position overall, the Corporation has no concerns about cash flow or available working capital for Voices Stockton in the coming three years, and the position is represented in the board resolution supporting the financial stability of Voices Stockton.

Requested Information and Documentation –

A. Per our in-person meeting on July 20, 2021, you indicated you no longer needed our projected vs. actual enrollment for the prior fiscal year. As such, we have not included it.
B. Please find attached the supporting documentation to support enrollment/ADA growth.
C. Please find attached a resolution by the Voices Board of Directors committing to philanthropic support and working capital support for Voices Stockton over the next three years.
D. Voices Central Leadership and Voices Stockton Leadership are aware of the need to work towards a 3% fund balance, or ~$50,000 for the FY22 school year ($66,000 for FY23, $84,000 for FY24) . Depending on how the accounting records close for FY21, it will likely be quite challenging to reach that in the next year, although we are working towards that target and hope to reach it in FY23. There is no specific plan to achieve that at this time, but the target is a central focus of our financial improvements over the next year. The leadership is aware of the need to both increase revenue through increased enrollment and other measures, as well as adjust the program cost where possible to achieve this milestone. We look forward to updating the District staff on our progress throughout the year.
E. Per the above note about deficit spending, there is no expectation that Voices Stockton will end any of the next three years with a deficit, but we will keep the District staff informed if anything changes.

Voices College-Bound Language Academy at Stockton is committed to, first and foremost, the support and success of our students, as well as the fiscal sustainability of the school. Voices' central support

team and Board of Directors look forward to supporting Voices Stockton over the next 3-4 years in achieving the latter, while maintaining a central focus on the former. Please let us know if you have any further questions.

Sincerely,

Frances Teso
Chief Executive Officer

Servando Sandoval
Chair of the Board of Directors

Voices
College-Bound Language Academies

CEO Goals

21-22

CEO Draft Goals 21-22

1. Voices grade level cohorts will grow at least 10% per year in ELA and Math.
2. Attain the fundraising goal or mitigate the organizational deficit.
3. Continue to focus on preserving the Voices culture and re-emphasizing the same with the parents and communities we serve.
4. Continue to build the Board committee capabilities to achieve their goals.

Ongoing Monitoring or Short Term

1. Stabilize the finance department
2. WCC – establish a proactive approach in responding to parent concerns to counter the feelings of abandonment
3. Learn from operating remotely that we leverage from authentic remote communication to strengthen our disparate geographic model

CEO Requested Supports

1. Willingness of board to invest in learning the context of challenges (ex. teacher workforce, politics) so that actions and strategy make sense.
2. Willingness to hold each other accountable and take initiative for the work that needs to be done, including openness to receiving feedback to improve committees.
3. Support development of long-term facilities strategy (long term solution for MP, complete MH facility).
4. Determine opening of San Joaquin.
5. Participate in the execution of the Development Plan strategies.
6. Consider CEO longevity needs.

Coversheet

21-22 Student Culture Survey results (Post)

Section: IX. Board Business
Item: A. 21-22 Student Culture Survey results (Post)
Purpose: FYI
Submitted by:
Related Material: Board Retreat - Post Staff & Student Survey Results August 1 -2021.pdf

Voices
College-Bound Language Academies



Post Survey
Student and Staff Results

Deanna L. Flores
Board Retreat - August 1, 2021

How Will We Use This Data?

- *Identify areas of strength*
- *Identify areas of opportunity and growth*
- *Develop action plan leveraging areas of strength to implement strategies/actions to focus on areas of growth and set goals for improvement*
- *Share with SLT, Principals, School Leadership Teams, Team Z, Teachers and Staff, Parents and the Board*

Voices College-Bound Language Academies

Who Responded to Which Survey Topics?

	Staff	Students	Students
Who we surveyed	***Instructional & Non-instructional*** *Staff*	***Social Emotional Student Competency and Well Being*** *Grades 4th - 8th*	***Social Emotional Learning: Student Supports and Environment*** *Grades 4th - 8th*
What we asked	• Topics include: ○ Feedback and Coaching ○ Professional Learning ○ School Climate ○ School Leadership ○ Teacher Efficacy (Instructional Staff only) ○ Free Response Questions	• Topics include: ○ Challenging Feelings ○ Positive Feelings ○ Self Efficacy ○ Supportive Relationships ○ Classroom Effort	• Topics include: ○ Teacher-Student Relationships ○ Sense of Belonging ○ Rigorous Expectations ○ Valuing of School ○ Engagement

Network- Level
Voices We Heard in the Survey



(70.5% up from 53.8%)

Student Competency and Well Being

361/512



(72.9% up from 55%)

Student Supports and Environment

373/512

Social Emotional Learning: Supports and Environment Post Survey Network-Level Results
4th and 5th Grade

Topic:		Compared to others nationally
• Teacher Student Relationships	75% (70%)	60-79th percentile
• Sense of Belonging	62% (63%)	60-79th percentile
• Engagement*	60% (55%)	60-79th percentile
• Rigorous Expectations	71% (70%)	20- 39th percentile
• Valuing of School	69% (67%)	60-79th percentile

Area of strength

Area of opportunity/growth

*previously an area of opportunity/growth

Note: Pre survey data in parentheses

Social Emotional Learning: Supports and Environment Post Survey Network- Level Results
6th to 8th Grade

Topic:		*Compared to others nationally*
• Teacher Student Relationships	77% (81%)	80-99th percentile
• Sense of Belonging	54% (53%)	40-59th percentile
• Engagement*	37% (33%)	20- 39th percentile
• Rigorous Expectations	82% (79%)	60-79th percentile
• Valuing of School	63% (59%)	20- 39% percentile

Area of strength

Area of opportunity/growth

Social Emotional Student Competency & Well Being Survey Network-Level Results - 4th and 5th Grade

PANORAMA EDUCATION

Topic:		*Compared to others nationally*
• Challenging Feelings	57% (52%)	60-79th percentile
• Positive Feelings	60% (59%)	0-19th percentile
• Self Efficacy	47% (50%)	0-19thth percentile
• Supportive Relationships	78% (78%)	0-19th percentile
• Classroom Effort	67% (71%)	0-19th percentile

Area of strength
Area of opportunity/growth

Social Emotional Student Competency & Well Being Survey Network-level Results - 6th to 8th Grade

PANORAMA EDUCATION

Topic:		*Compared to others nationally*
• Challenging Feelings	50% (55%)	40-59th percentile
• Positive Feelings	50% (54%)	0-19th percentile
• Self Efficacy	41% (40%)	0-19th percentile
• Supportive Relationships	73% (76%)	0-19th percentile
• Classroom Effort	66% (69%)	20-39th percentile

Area of strength

Area of opportunity/growth

Network-Level
Voices We Heard in the Survey



(68.9% down from 83.5)*

Non Instructional and Instructional School-site staff

102/148



(85.7% up from 77.8%)

Team Z staff

24/28

Social Emotional Learning: Adult Measures
Post Survey Network-Level Results - Non Instructional Staff

Topic:		*Compared to others nationally*
• School Climate	83% (73%)	80-99th percentile
• Professional Learning	69% (67%)	80-99th percentile
• School Leadership	66% (66%)	60-79th percentile
• Feedback and Coaching	66% (62%)	80-99th percentile

Area of strength

Area of opportunity/growth

Social Emotional Learning: Adult Measures
Post Survey Network-Level Results - Instructional Staff

PANORAMA EDUCATION

Topic:		Compared to others nationally
• School Climate	83% (73%)	60-79th percentile
• Professional Learning	62% (58%)	60-79th percentile
• School Leadership	63% (54%)	40-59th percentile
• Feedback and Coaching	60% (66%)	60-79th percentile
• Teaching Efficacy	61% (50%)	0-19th percentile

Area of strength

Area of opportunity/growth

Coversheet

Network Priorities 21-22

Section: IX. Board Business
Item: B. Network Priorities 21-22
Purpose: FYI
Submitted by:
Related Material: Priority Presentation for Board.pdf

Voices
College-Bound Language Academies



2021-22 Priorities

Planning for ATZ

June 2021

How do we select priorities?

- Student data
- Teacher data
- Trackers
- Anecdotal data
- Observations
- Feedback/surveys
- **What will make the biggest educational impact on our students?**

What do I care most about?

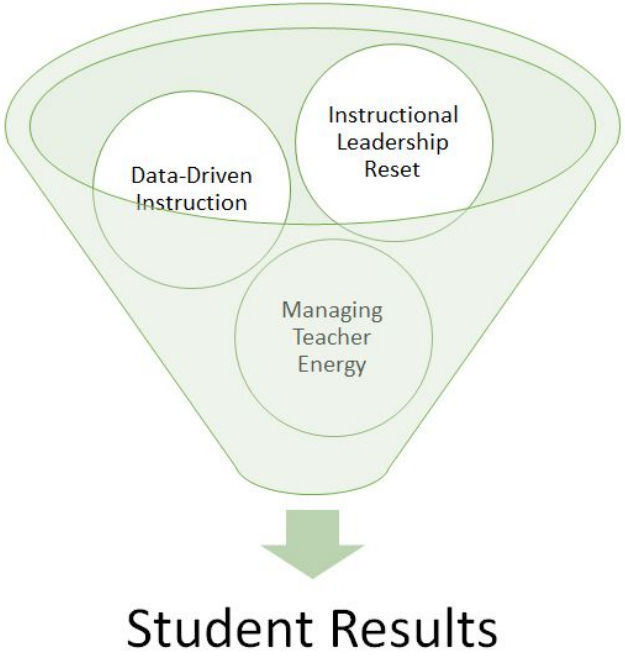
Student Outcomes:

Students are receiving high quality education that prepares them for higher education and beyond. Our student outcomes once again show that we are meeting our mission/vision.

How will we get there?

Renew. Reflect. Restart. Go!

A Three-Part Approach



Focus on Academics

Key Strategies Include:

- Create a positive culture of data with regular staff discussions about how data connects to our mission and vision
- Bring back student-teacher conferences and goal setting that is centered around goals
- Ensure that school instructional meetings/check-ins and academic team meetings/check-ins have student data at the forefront
- Fine tune data collection and analysis systems so that teachers and instructional leaders focus on reflection/strengthening instruction

Voices College-Bound Language Academies

How will we measure success?

- All students will meet their quarterly growth goals so that students move out of lowest performance levels to upper levels of proficiency.
- All students can name current academic levels and goals they are working toward by the end of benchmark
- 90% of target students are proficient by end of the year in math and reading.
- 100% of teachers articulate the purpose of intellectual prep and data meetings
- 100% of teachers collect data weekly and feel invested and take ownership of the processes consistently, and use them (outside of weekly meetings)
- 100% teachers are being observed once a week in any given subject and given feedback that connects to their student data
- 100% of school leaders hold themselves and each other accountable to the plans and actions steps created together
- Leaders feel empowered to offer differentiate PD or clinics to support the needs of their teachers based on walkthroughs and student data.

Other Renew. Reflect. Restart. Go! Strategies

Instructional Leadership Reset

- Owner: Frances Teso
- Provide stronger professional development focused on adaptive leadership
- Review expectations for holding adults accountable and putting students at the forefront

Managing Teacher Energy

- Owner: Deanna Flores
- Provide professional development around teacher efficacy and the power of energy management
- Continue culture work to retain staff

Questions?

Coversheet

Financials Update

Section: IX. Board Business
Item: C. Financials Update
Purpose: Vote
Submitted by:
Related Material:
Voices 2020_21 Actuals.pdf
Voices-Board Resolution for Stockton Site Financial Support-20210728.docx



Voices 2020/21 Unaudited Actuals
August 1, 2021

Voices Consolidated Budget to Actual

	Consolidated Actuals July 1 - June 30, 2021	Consolidated Budget July 1 - June 30, 2021	over/<under> Variance
Charter Fund Revenue	13,589,107	13,359,975	229,132
Federal Revenues	3,401,288	1,644,793	1,756,495
Other State Revenues	2,011,163	1,934,304	76,859
Other Local Revenues	3,495,171	5,222,840	(1,727,669)
Total Revenues	22,496,729	22,161,912	334,817
Expenses		-	
Salaries & Benefits	11,385,958	12,486,987	(1,101,029)
Books & Supplies	1,926,670	1,589,045	337,625
Services & Other Operating Expenses	7,256,019	6,912,754	343,265
Other Expenses	388,378	961,228	(572,850)
Total Expenses	20,957,024	21,950,014	(992,990)
Total Net Income	**1,539,705**	**211,898**	**1,327,807**

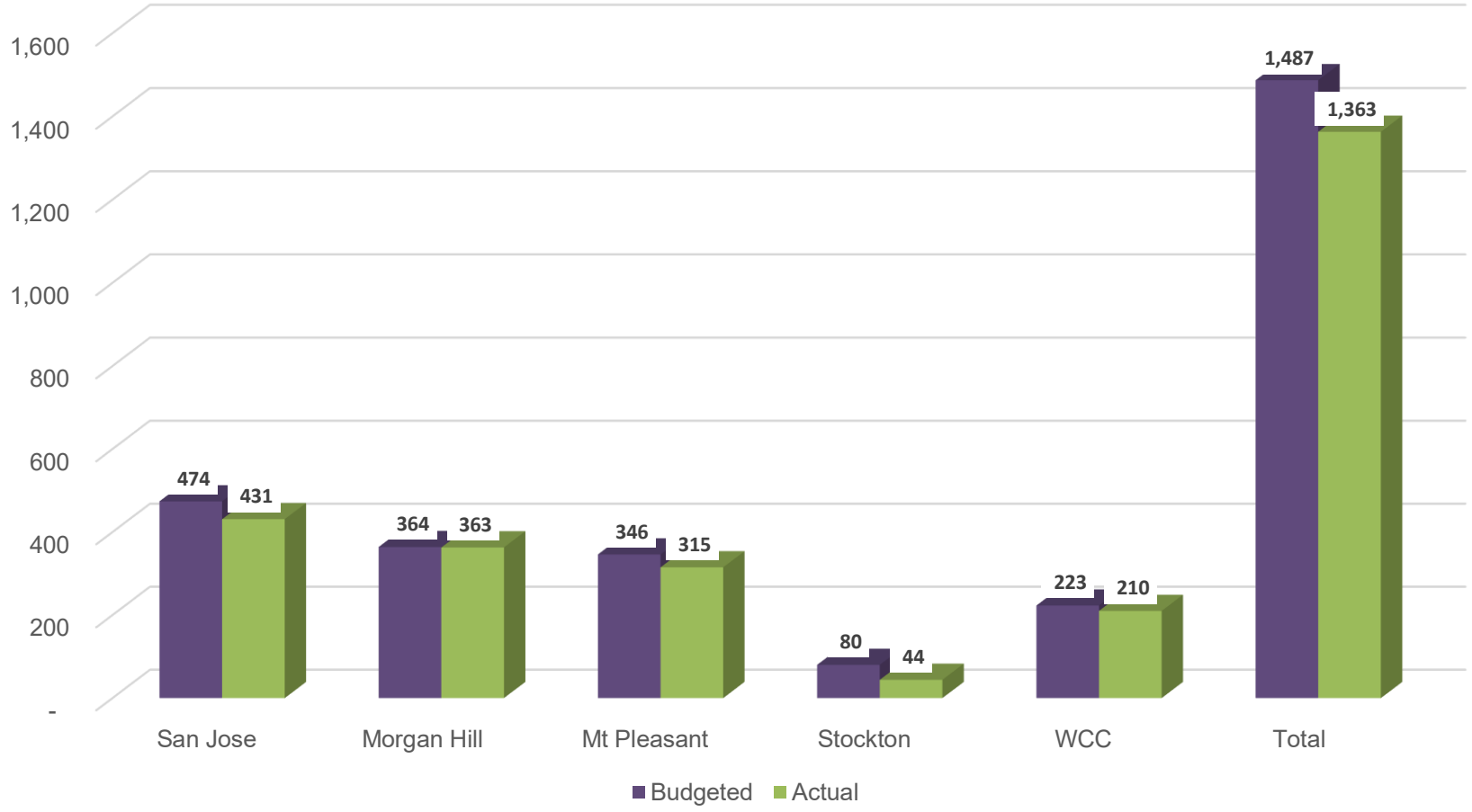
Voices CMO Budget to Actuals

	CMO Actuals July 1 - June 30, 2021	CMO Budget July 1 - June 30, 2021	CMO Variance over/<under>
	-		
Charter Fund Revenue	-		
Federal Revenues	195,045	122,161	72,884
Other State Revenues	-		
Other Local Revenues	3,177,209	4,359,781	(1,182,572)
Total Revenues	3,372,254	4,481,942	(1,109,688)
Expenses	-		
Salaries & Benefits	2,821,174	3,430,580	(609,406)
Books & Supplies	53,604	32,263	21,341
Services & Other Operating Expenses	701,032	830,669	(129,637)
Other Expenses	(144)	236,857	(237,001)
Total Expenses	3,575,666	4,530,369	(954,703)
Total Net Income	**(203,413)**	**(48,427)**	**(154,986)**

Voices Schools Budget to Actuals

	San Jose Actuals July 1 - June 30, 2021	Morgan Hill Actuals July 1 - June 30, 2021	Voices at Mt Pleasant Actuals July 1 - June 30, 2021	Stockton Actuals July 1 - June 30, 2021	WCC Actuals July 1 - June 30, 2021	Consolidated Schools Actuals July 1 - June 30, 2021	Consolidated Schools Budget July 1 - June 30, 2021	Schools Variance over/<under>
Charter Fund Revenue	4,537,086	3,345,510	3,149,710	452,082	2,104,719	13,589,107	13,359,975	229,132
Federal Revenues	1,012,226	684,044	705,347	386,251	418,374	3,206,243	1,522,632	1,683,611
Other State Revenues	435,029	666,519	644,834	80,368	184,412	2,011,163	1,934,304	76,859
Other Local Revenues	137,597	21,405	6,808	141,488	10,664	317,962	863,059	(545,097)
Total Revenues	6,121,939	4,717,479	4,506,699	1,060,189	2,718,170	19,124,475	17,679,970	1,444,505
Expenses								-
Salaries & Benefits	2,654,932	1,922,237	1,998,580	757,385	1,231,650	8,564,784	9,056,407	(491,623)
Books & Supplies	654,792	348,126	451,453	204,462	214,234	1,873,066	1,556,782	316,284
Services & Other Operating Expenses	2,137,642	1,312,030	2,001,649	442,693	660,972	6,554,986	6,082,085	472,901
Other Expenses	304,812	43,623	36,248	-	3,839	388,522	724,371	(335,849)
Total Expenses	5,752,177	3,626,016	4,487,930	1,404,539	2,110,696	17,381,358	17,419,645	(38,287)
Total Net Income	**369,761**	**1,091,463**	**18,770**	**(344,350)**	**607,474**	**1,743,118**	**260,325**	**1,482,793**

Voices 20/21 Enrollment



Voices SPED Expense Analysis

	FY 20/21				
	San Jose	Morgan Hill	Mt Pleasant	Stockton	WCC
Special Education Revenue	385,442	292,915	249,797	27,465	157,046
Special Education Expenses	865,147	325,925	524,994	28,522	63,709
Net	(479,705)	(33,010)	(275,197)	(1,057)	93,337
SPED Expense as % of SPED Revenue	224%	111%	210%	104%	41%
SPED Expense as a % of Charter Revenue	19%	10%	17%	6%	3%

Voices Facility Expense Analysis

	FY 20/21				
	San Jose	Morgan Hill	Mt Pleasant	Stockton	WCC
Facilities Revenue	-	302,181	335,495	48,319	-
Facilities Expense					
Utilities	24,810	53,517	324	18,656	324
Housekeeping	444	175	5,250	246	12
Grounds and Pest	2,726	-	968	-	16
Rent	-	405,744	700,000	297,000	75,704
Interest and Principal	187,263				
	215,242	459,436	706,542	315,902	76,056
Net	(215,242)	(157,255)	(371,047)	(267,583)	(76,056)
Facility Expense as a % of Facilities Revenue	NA	152%	211%	654%	NA
Facility Expense as a % of Charter Revenue	5%	14%	22%	70%	4%

RESOLUTION OF THE BOARD OF DIRECTORS OF VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

The undersigned, on behalf of Voices College-Bound Language Academies, a California nonprofit public benefit corporation (the "Corporation"), hereby certifies that the resolutions set forth below were adopted by the Board of Directors (the "Board") of the Corporation, in accordance with Section 5211 (a) of the California Nonprofit Corporation Law and Art. III of the Corporation's Bylaws, at a duly noticed meeting held on August 1st, 2021. A quorum of the Board was present at the meeting.

WHEREAS, the Corporation operates five California public charter schools, three located in Santa Clara County, one located in Contra Costa County, and one located in San Joaquin County, with the charters authorized by four different authorizing agencies; and

WHEREAS, the Board of Directors serves as the governing body for all five schools, and strives to make decisions and provide support for all Voices schools to successfully serve students and families in their respective communities, as well as to fulfill its fiduciary responsibility; and

WHEREAS, the Corporation provided administrative support in opening Voices College-Bound Language Academy at Stockton ("Voices Stockton") in September 2020 in Stockton, California under the authorization of the Stockton Unified School District; and

WHEREAS, Voices Stockton conducted its primary outreach and began operations during the pandemic of COVID-19, wherein all California communities were ordered to shelter in place, impacting the school's ability to reach families and recruit students; and

WHEREAS, the COVID-19 public health crisis that prevailed during Voices Stockton's first two years (2020-21 and 2021-22) has reduced the student enrollment in the school, which directly impacts the school's budget and plan to reach financial scale; and

WHEREAS, when considering only public revenue provided based on average daily attendance, the school is projecting a budgetary shortfall over the next three years as it works to grow to its fully anticipated size; and

WHEREAS, the Board and Corporation leadership believe the academic and social emotional support for students is the most important role of the school, particularly during the very challenging circumstances created by COVID-19; and

NOW, THEREFORE, this Board of Directors of the Corporation does hereby find, resolve and order as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The Corporation shall provide philanthropic support, drawing on the support of external unrestricted funds gifted the Corporation since its inception, to the school to ensure its sustainability and solvency. The support shall be granted in the following amounts or a

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revised amount based on the school's needs as assessed on an annual basis at the close of each fiscal year: $550,000 for 2021-22, $460,000 for 2022-23, and $210,000 for 2023-24.

Section 3. As needed, the Corporation shall ensure that the school has sufficient working capital to meet all its cash obligations to employees and vendors as required by California and Federal law and the individual agreements with vendors.

/ / / signatures on next page / / /

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Directors of Voices College-Bound Language Academies, a California nonprofit public benefit corporation, County of Santa Clara, California, hereby certify as follows:

The attached is a full, true, and correct copy of a resolution duly adopted at a regular meeting of the Board of Directors of Voices College-Bound Language Academy, which was duly and regularly held on the 1st day of August 2021, at which meeting a quorum of the members of the Board of Directors was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

I have carefully compared the same with the original minutes of such meeting on file and of record in my office; the attached resolution is a full, true, and correct copy of the original resolution adopted at such meeting and entered in such minutes; and such resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this _____ day of _____, 2021.

_____
Secretary of the Board of Directors of
Voices College-Bound Language Academies

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Coversheet

Norms Check and Future Business

Section: X. Closing Items
Item: A. Norms Check and Future Business
Purpose: Discuss
Submitted by:
Related Material: Voices Board Norms.pdf

Voices Board Norms:

- Assume positive intent
- Understand problem trying to solve with context
- Understand what we are trying to achieve
- Clarity on deciding vs. strategic support
- Commitment and participation
    - Read in advance
    - Be available for calls
- Respect for how we work
- High trust
- Healthy productive conflict
- Approach differences with curiosity
- Employ appreciative inquiry
- Trust but verify
- Step up, step back
- Equity of voice
- Have fun!
- ELMO - realize when it’s happening

Created 7/2016