



## Voices College-Bound Language Academies

### Board Meeting

---

#### Date and Time

Monday September 12, 2022 at 3:30 PM 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>

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.

Comments should be limited to 400 words or less, and will need to be readable within the time allocated for each comment. These presentations are limited to no more than 15 minutes total and 3 minutes per person. A full comment may not be read if the length of time to read the comment exceeds the designated limit. No action can be taken on an item not on the agenda at this time but may be referred to the administration or put on a future agenda.

---

---

1. When addressing the Board, speakers are requested to state their name and address and adhere to the limits set forth.
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.

**Note:**

**SPANISH TRANSLATION:** If you need Spanish audio translation in order to access the Voices Board meeting, please send a request to [info@voicescharterschool.com](mailto:info@voicescharterschool.com) or call Lizzette Ramirez at (408) 791-1609 Ex 1052 at least 24 hours before the start of the meeting. If you would like to make a public comment in Spanish and would like us to translate to English for the Board, please send a request to [info@voicescharterschool.com](mailto:info@voicescharterschool.com) or call Lizzette Ramirez at (408) 791-1609 Ex 1052 at least 24 hours before the start of the meeting.

Si necesita traducción de audio al español para acceder a la reunión de la Mesa Directiva de Voices, envíe una solicitud a [info@voicescharterschool.com](mailto:info@voicescharterschool.com) o llame a Lizzette Ramirez a (408) 791-1609 Ex 1052 por lo menos 24 horas antes del inicio de la reunión. Si desea hacer un comentario público en español y desea que lo traduzcamos al inglés para la Mesa Directiva, envíe una solicitud a [info@voicescharterschool.com](mailto:info@voicescharterschool.com) o llame a Lizzette Ramirez a (408) 791-1609 Ex 1052 por lo menos 24 horas antes del inicio de la reunión.

## Agenda

|                                        | Purpose | Presenter         | Time           |
|----------------------------------------|---------|-------------------|----------------|
| <b>I. Opening Items</b>                |         |                   | <b>3:30 PM</b> |
| Opening Items                          |         |                   |                |
| <b>A.</b> Record Attendance and Guests |         | Servando Sandoval |                |
| <b>B.</b> Call the Meeting to Order    |         | Servando Sandoval |                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Purpose | Presenter | Time |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------|------|
| <b>C.</b> Board findings pursuant to Government Code Section 54953(e)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Vote    |           |      |
| <p>The Charter School Finance Committee determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Committee has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing</p> |         |           |      |

|                                   |      |                   |
|-----------------------------------|------|-------------------|
| <b>D.</b> Approve Order of Agenda | Vote | Servando Sandoval |
|-----------------------------------|------|-------------------|

|                                                       |
|-------------------------------------------------------|
| <b>E.</b> Public Comment (on items not on the Agenda) |
|-------------------------------------------------------|

**PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD**

**SUBMIT PUBLIC COMMENT:** <http://bit.ly/voices-public-comment>

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: Discussion/Action Items**

|                                        |      |                   |
|----------------------------------------|------|-------------------|
| <b>A.</b> Appoint New Board Members    | Vote | Servando Sandoval |
| <b>Pedro L. Carreño</b>                |      |                   |
| <b>B.</b> Appoint New Officers         | Vote |                   |
| Appoint Board Vice-chair and Treasurer |      |                   |

**III. Board Business: Consent Items**

|                                                              |                 |
|--------------------------------------------------------------|-----------------|
| <b>A.</b> Readopt Board Code of Ethics Resolution            |                 |
| <b>B.</b> Approve Minutes                                    | Approve Minutes |
| Approve minutes for Annual Meeting on August 20, 2022        |                 |
| <b>C.</b> Approve Minutes Special Session on August 15, 2022 | Vote            |

|                                                                                                                                                                                                                               | Purpose         | Presenter | Time |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------|------|
| <b>D.</b> Approve Minutes                                                                                                                                                                                                     | Approve Minutes |           |      |
| Approve minutes for Board Meeting on August 20, 2022                                                                                                                                                                          |                 |           |      |
| <b>E.</b> Approve Contract(s) Over \$15,000                                                                                                                                                                                   | Vote            |           |      |
| <ul style="list-style-type: none"> <li>• FACES</li> <li>• Presence</li> <li>• ASM for FS, MH, MP and WCC</li> <li>• B4Y food service agreement for MH, MP, Flagship, WCC &amp; Stockton</li> <li>• Canizales Group</li> </ul> |                 |           |      |
| <b>F.</b> Approve Voices Family Handbook                                                                                                                                                                                      | Vote            |           |      |
| Voices Flagship                                                                                                                                                                                                               |                 |           |      |
| Voices Mount Pleasant                                                                                                                                                                                                         |                 |           |      |
| Voices West Contra Costa                                                                                                                                                                                                      |                 |           |      |
| Voices Stockton                                                                                                                                                                                                               |                 |           |      |
| Morgan Hill                                                                                                                                                                                                                   |                 |           |      |
| <b>G.</b> Approve Voices Academies 22-23 Safety Plans                                                                                                                                                                         | Vote            |           |      |
| Voices Flagship                                                                                                                                                                                                               |                 |           |      |
| Voices Mount Pleasant                                                                                                                                                                                                         |                 |           |      |
| Voices West Contra Costa                                                                                                                                                                                                      |                 |           |      |
| Voices Stockton                                                                                                                                                                                                               |                 |           |      |
| <b>H.</b> Approve 22-23 Bell Schedules for Voices FS, WCC, MP, and Stockton                                                                                                                                                   | Vote            |           |      |
| <b>I.</b> Bank and Credit Card Authorizations (FS, MH, MP, WCC, ST)                                                                                                                                                           | Vote            |           |      |
| <b>J.</b> Approve 401K Plan Consent                                                                                                                                                                                           | Vote            |           |      |
| <b>K.</b> Approve CARS Application                                                                                                                                                                                            | Vote            |           |      |
| MH                                                                                                                                                                                                                            |                 |           |      |
| MP                                                                                                                                                                                                                            |                 |           |      |
| FS                                                                                                                                                                                                                            |                 |           |      |
| WCC                                                                                                                                                                                                                           |                 |           |      |



|                                                                                   | Purpose | Presenter         | Time |
|-----------------------------------------------------------------------------------|---------|-------------------|------|
| ST                                                                                |         |                   |      |
| <b>L.</b> Approve Revised Suspension and Expulsion Policies and Procedures Policy | Vote    |                   |      |
| <b>M.</b> Approve Revised Independent Studies Policy                              | Vote    |                   |      |
| <b>IV. Closing Items</b>                                                          |         |                   |      |
| <b>A.</b> Adjourn Meeting                                                         | Vote    | Servando Sandoval |      |

# Coversheet

## Readopt Board Code of Ethics Resolution

**Section:** III. Board Business: Consent Items  
**Item:** A. Readopt Board Code of Ethics Resolution  
**Purpose:**  
**Submitted by:**  
**Related Material:** Resolution\_08012021docx (1).docx

RESOLUTION RE-ADOPTING OF THE CODE OF ETHICS FOR BOARD MEMBERS  
2022-2023

RESOLUTION NO. \_\_\_\_082022\_\_\_\_

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 20, 2022;

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 20, 2022.

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

# Coversheet

## Approve Minutes

|                          |                                               |
|--------------------------|-----------------------------------------------|
| <b>Section:</b>          | III. Board Business: Consent Items            |
| <b>Item:</b>             | B. Approve Minutes                            |
| <b>Purpose:</b>          | Approve Minutes                               |
| <b>Submitted by:</b>     |                                               |
| <b>Related Material:</b> | Minutes for Annual Meeting on August 20, 2022 |



## Voices College-Bound Language Academies

### Minutes

#### Annual Meeting

---

##### **Date and Time**

Saturday August 20, 2022 at 9:00 AM

##### **Location**

6840 Via Del Oro San Jose, 95119

Alternative Address: 252 Devonshire Blvd. San Carlos CA 94070; 428 Calle Cerro, Morgan Hill CA 95037

---

##### **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>

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.

---

Comments should be limited to 400 words or less, and will need to be readable within the time allocated for each comment. These presentations are limited to no more than 15 minutes total and 3 minutes per person. A full comment may not be read if the length of time to read the comment exceeds the designated limit. No action can be taken on an item not on the agenda at this time but may be referred to the administration or put on a future agenda.

---

1. When addressing the Board, speakers are requested to state their name and address and adhere to the limits set forth.
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.

Note:

SPANISH TRANSLATION: If you need Spanish audio translation in order to access the Voices Board meeting, please send a request to [info@voicescharterschool.com](mailto:info@voicescharterschool.com) or call Lizzette Ramirez at (408) 791-1609 Ex 1052 at least 24 hours before the start of the meeting. If you would like to make a public comment in Spanish and would like us to translate to English for the Board, please send a request to [info@voicescharterschool.com](mailto:info@voicescharterschool.com) or call Lizzette Ramirez at (408) 791-1609 Ex 1052 at least 24 hours before the start of the meeting.

Si necesita traducción de audio al español para acceder a la reunión de la Mesa Directiva de Voices, envíe una solicitud a [info@voicescharterschool.com](mailto:info@voicescharterschool.com) o llame a Lizzette Ramirez a (408) 791-1609 Ex 1052 por lo menos 24 horas antes del inicio de la reunión. Si desea hacer un comentario público en español y desea que lo traduzcamos al inglés para la Mesa Directiva, envíe una solicitud a [info@voicescharterschool.com](mailto:info@voicescharterschool.com) o llame a Lizzette Ramirez a (408) 791-1609 Ex 1052 por lo menos 24 horas antes del inicio de la reunión.

---

#### **Directors Present**

I. Connell, S. Sandoval, W. Plasencia (remote)

---

**Directors Absent**

A. Miller, K. Wisckol

**Non Voting Members Present**

F. Teso

**Guests Present**

L. Ramirez

---

**I. Opening Items**

**A. Record Attendance and Guests**

**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 Saturday Aug 20, 2022 at 9:04 AM.

**C. Approve Order of Agenda**

I. Connell made a motion to move close session after the Brown Act Training.  
W. Plasencia seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

|              |        |
|--------------|--------|
| A. Miller    | Absent |
| S. Sandoval  | Aye    |
| W. Plasencia | Aye    |
| K. Wisckol   | Absent |
| D. Cadette   | Absent |
| I. Connell   | Aye    |

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

No public comments.

**II. Board Business: Discussion/Action Items**

**A. Appoint New Board Members**

F.Teso introduced Pedro Carreno, potential board member.

**B. Appoint New Officers**

I. Connell made a motion to appoint existing officers Servando Sandoval as Chair and Lizzette Ramirez as Secretary.

W. Plasencia seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

K. Wisckol     Absent

A. Miller       Absent

S. Sandoval    Aye

W. Plasencia   Aye

I. Connell      Aye

**C. Establish Regular Board Meeting Calendar**

Proposed Dates for future board meetings:

Time 3:30 PM

9/12/22

10/17/22

12/1/22

3/2/23

6/15/23

6/29/23

**D. Readopt Board Code of Ethics Resolution**

F.Teso discussed Board Code of Ethics Resolution.

W. Plasencia made a motion to adopt Board Code of Ethics Resolution with correction to the fiscal year.

I. Connell seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

K. Wisckol     Absent

S. Sandoval    Aye

A. Miller       Absent

D. Cadette     Absent

W. Plasencia   Aye

I. Connell      Aye

**E. Form Committees**

The board will push forming committees for a future agenda.

**III. Board Business: Consent Items**

**A. Approve Minutes**

I. Connell made a motion to approve the minutes from Board Meeting: Special Session on 08-15-22.



W. Plasencia seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

K. Wisckol    Absent  
A. Miller      Absent  
W. Plasencia Aye  
D. Cadette    Absent  
I. Connell     Aye  
S. Sandoval   Aye

**B. Approve Contract(s) Over \$15,000**

I. Connell made a motion to approve contracts over \$15,000.

W. Plasencia seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

D. Cadette    Absent  
A. Miller      Absent  
I. Connell     Aye  
S. Sandoval   Aye  
K. Wisckol    Absent  
W. Plasencia Aye

**C. Approve Voices Family Handbook**

I. Connell made a motion to approve Voices Family Handbook.

W. Plasencia seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

I. Connell     Aye  
D. Cadette    Absent  
A. Miller      Absent  
S. Sandoval   Aye  
K. Wisckol    Absent  
W. Plasencia Aye

**D. Approve Voices Academies 22-23 Safety Plans**

I. Connell made a motion to approve Voices Academies 22-23 Safety Plans with an exception for MH.

W. Plasencia seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

S. Sandoval   Aye  
A. Miller      Absent

**Roll Call**

W. Plasencia Aye  
D. Cadette Absent  
I. Connell Aye  
K. Wisckol Absent

**E. Approve 22-23 Bell Schedules for Voices FS, WCC, MP, MH and Stockton**

I. Connell made a motion to approve 22-23 Bell Schedules for Voices FS, WCC, MP, and Stockton with the exception of MH.

W. Plasencia seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

S. Sandoval Aye  
A. Miller Absent  
W. Plasencia Aye  
K. Wisckol Absent  
D. Cadette Absent  
I. Connell Aye

**F. Bank and Credit Card Authorizations (FS, MH, MP, WCC, ST)**

I. Connell made a motion to approve bank and credit card authorizations (FS, MH, MP, WCC, and ST).

W. Plasencia seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

S. Sandoval Aye  
D. Cadette Absent  
W. Plasencia Aye  
I. Connell Aye  
A. Miller Absent  
K. Wisckol Absent

**G. Approve 401K Plan Consent**

I. Connell made a motion to approve 401K plan consent.

W. Plasencia seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

S. Sandoval Aye  
K. Wisckol Absent  
A. Miller Absent  
W. Plasencia Aye  
I. Connell Aye  
D. Cadette Absent

#### H. Approve CARS Application

I. Connell made a motion to approve CARS application for Voices MH, MP, FS, WCC, and STK.

W. Plasencia seconded the motion.

The board **VOTED** unanimously to approve the motion.

##### Roll Call

|              |        |
|--------------|--------|
| I. Connell   | Aye    |
| A. Miller    | Absent |
| D. Cadette   | Absent |
| K. Wisckol   | Absent |
| S. Sandoval  | Aye    |
| W. Plasencia | Aye    |

#### IV. Board Business

##### A. 21-22 Student Culture Survey results (Post)

Deanna Flores, Voices Culture Officer of In Lak'Ech presented via power point 21-22 Student Culture Survey results.

##### B. Brown Act and Conflict of Interest Training for Charter School Board Members

Janelle A. Ruley, Esq. from Young Minney & Corr, LLP presented Brown Act and Conflict of Interest Training for Charter School Board Members, via power point.

#### V. Closed Session

##### A. Public Employee Performance Evaluation- CEO (Pursuant to Gov. Code Section 54957(b)(1).) and Anticipated Litigation (Pursuant to Gov. Code § 54956.9(d)(2) or (3))

Closed session adjourned at 11:20 AM

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

#### VI. Reconvene Open Session

##### A. Report on action taken in closed session

Open session reconvened at 1:05 PM.

No actions taken during closed session.

#### VII. Closing Items

**A. Norms Check and Future Business**

**B. Adjourn Meeting**

I. Connell made a motion to adjourn meeting.

W. Plasencia seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

K. Wisckol     Absent

A. Miller       Absent

S. Sandoval    Aye

I. Connell      Aye

W. Plasencia   Aye

D. Cadette     Absent

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:06 PM.

Respectfully Submitted,

L. Ramirez

## Coversheet

### Approve Minutes Special Session on August 15, 2022

|                          |                                                       |
|--------------------------|-------------------------------------------------------|
| <b>Section:</b>          | III. Board Business: Consent Items                    |
| <b>Item:</b>             | C. Approve Minutes Special Session on August 15, 2022 |
| <b>Purpose:</b>          | Vote                                                  |
| <b>Submitted by:</b>     |                                                       |
| <b>Related Material:</b> | 2022_08_15_board_meeting_minutes (1).pdf              |

APPROVED



## Voices College-Bound Language Academies

### Minutes

#### Board Meeting: Special Session

---

##### **Date and Time**

Monday August 15, 2022 at 10:30 AM

---

Join Zoom Meeting

<https://us02web.zoom.us/j/87278116100>

Meeting ID: 872 7811 6100

Passcode: 425564

Dial by your location

- +1 346 248 7799 US (Houston)
- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 312 626 6799 US (Chicago)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)

Meeting ID: 872 7811 6100

Passcode: 425564

Note:

SPANISH TRANSLATION: If you need Spanish audio translation in order to access the Voices Board meeting, please send a request to [info@voicescharterschool.com](mailto:info@voicescharterschool.com) or call Lizzette Ramirez at (408) 791-1609 Ex 1052 at least 24 hours before the start of the meeting. If you would like to make a public comment in Spanish and would like us to translate to English for the Board, please send a request to [info@voicescharterschool.com](mailto:info@voicescharterschool.com) or call Lizzette Ramirez at (408) 791-1609 Ex 1052 at least 24 hours before the start of the meeting.

Si necesita traducción de audio al español para acceder a la reunión de la Mesa Directiva de Voices, envíe una solicitud a [info@voicescharterschool.com](mailto:info@voicescharterschool.com) o llame a Lizzette Ramirez a (408) 791-1609 Ex 1052 por lo menos 24 horas antes del inicio de la reunión. Si desea hacer un comentario público en español y desea que lo traduzcamos al inglés para la Mesa Directiva, envíe

una solicitud a [info@voicescharterschool.com](mailto:info@voicescharterschool.com) o llame a Lizzette Ramirez a (408) 791-1609 Ex 1052 por lo menos 24 horas antes del inicio de la reunión.

### **Instructions For Presentations To The Board By Parents and Citizens**

#### **PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD**

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. Comments should be limited to 400 words or less, and will need to be readable within the time allocated for each comment. These presentations are limited to no more than 15 minutes total and 3 minutes per person. A full comment may not be read if the length of time to read the comment exceeds the designated limit. No action can be taken on an item not on the agenda at this time but may be referred to the administration or put on a future agenda.

- 
1. When addressing the Board, speakers are requested to state their name and address and adhere to the limits set forth.
  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.
- 

#### **Directors Present**

A. Miller (remote), D. Cadette (remote), I. Connell (remote), S. Sandoval (remote)

#### **Directors Absent**

K. Wisckol, W. Plasencia

#### **Non Voting Members Present**

---

F. Teso (remote)

**Guests Present**

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 Monday Aug 15, 2022 at 10:34 AM.

**C. Approval of Board Findings Relating to Teleconference Meetings During State of Emergency**

I. Connell made a motion to approve.

A. Miller seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

W. Plasencia Absent

K. Wisckol Absent

I. Connell Aye

S. Sandoval Aye

D. Cadette Aye

A. Miller Aye

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

No public comment

**II. Reconvene Open Session**

**A. Report on action taken in closed session**

No action to report.

**III. Consent Items**

**A. Approve Minutes**

D. Cadette made a motion to approve the minutes from Board Meeting on 06-21-22.

A. Miller seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

D. Cadette Aye

A. Miller Aye

S. Sandoval Aye

K. Wisckol Absent

W. Plasencia Absent

I. Connell Aye

**B.**



**Approve Voices Morgan Hill 22-23 Bell Schedule**

D. Cadette made a motion to approve.

A. Miller seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

|              |        |
|--------------|--------|
| D. Cadette   | Aye    |
| I. Connell   | Aye    |
| K. Wisckol   | Absent |
| S. Sandoval  | Aye    |
| W. Plasencia | Absent |
| A. Miller    | Aye    |

**C. Approve Voices Morgan Hill 22-23 Family Handbook**

D. Cadette made a motion to approve.

A. Miller seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

|              |        |
|--------------|--------|
| D. Cadette   | Aye    |
| K. Wisckol   | Absent |
| W. Plasencia | Absent |
| I. Connell   | Aye    |
| S. Sandoval  | Aye    |
| A. Miller    | Aye    |

**D. Approve Voices Morgan Hill at Advent 22-23 Safety Plan**

D. Cadette made a motion to approve.

A. Miller seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

|              |        |
|--------------|--------|
| A. Miller    | Aye    |
| S. Sandoval  | Aye    |
| W. Plasencia | Absent |
| K. Wisckol   | Absent |
| I. Connell   | Aye    |
| D. Cadette   | Aye    |

**E. Approve Voices Morgan Hill at Peak Ave 22-23 Safety Plan**

D. Cadette made a motion to approve.

A. Miller seconded the motion.

The board **VOTED** unanimously to approve the motion.

**Roll Call**

|              |        |
|--------------|--------|
| D. Cadette   | Aye    |
| K. Wisckol   | Absent |
| S. Sandoval  | Aye    |
| A. Miller    | Aye    |
| W. Plasencia | Absent |
| I. Connell   | Aye    |

**F. Approve Voices Morgan Hill at MHCCC 22-23 Safety Plan**

D. Cadette made a motion to approve.

A. Miller seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

|              |        |
|--------------|--------|
| A. Miller    | Aye    |
| K. Wisckol   | Absent |
| D. Cadette   | Aye    |
| I. Connell   | Aye    |
| S. Sandoval  | Aye    |
| W. Plasencia | Absent |

**G. Approve Voices Admission and Enrollment Policy**

D. Cadette made a motion to approve.  
I. Connell seconded the motion.  
A. Miller requested the item be pulled for discussion. Item discussed during Board Business and vote taken at that time.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

|              |        |
|--------------|--------|
| K. Wisckol   | Absent |
| S. Sandoval  | Aye    |
| D. Cadette   | Aye    |
| A. Miller    | Aye    |
| I. Connell   | Aye    |
| W. Plasencia | Absent |

**IV. Closing Items**

**A. Adjourn Meeting**

D. Cadette made a motion to adjourn.  
I. Connell seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

|              |        |
|--------------|--------|
| A. Miller    | Aye    |
| D. Cadette   | Aye    |
| I. Connell   | Aye    |
| S. Sandoval  | Aye    |
| K. Wisckol   | Absent |
| W. Plasencia | Absent |

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:00 AM.

Respectfully Submitted,  
M. Moore

# Coversheet

## Approve Minutes

|                          |                                              |
|--------------------------|----------------------------------------------|
| <b>Section:</b>          | III. Board Business: Consent Items           |
| <b>Item:</b>             | D. Approve Minutes                           |
| <b>Purpose:</b>          | Approve Minutes                              |
| <b>Submitted by:</b>     |                                              |
| <b>Related Material:</b> | Minutes for Board Meeting on August 20, 2022 |

APPROVED



## Voices College-Bound Language Academies

### Minutes

#### Board Meeting

---

##### Date and Time

Saturday August 20, 2022 at 1:00 PM

##### Location

6840 Via Del Oro San Jose, 95119

Alternative Address: 252 Devonshire Blvd. San Carlos CA 94070; 428 Calle Cerro, Morgan Hill CA 95037

---

##### Note:

SPANISH TRANSLATION: If you need Spanish audio translation in order to access the Voices Board meeting, please send a request to [info@voicescharterschool.com](mailto:info@voicescharterschool.com) or call Lizzette Ramirez at (408) 791-1609 Ex 1052 at least 24 hours before the start of the meeting. If you would like to make a public comment in Spanish and would like us to translate to English for the Board, please send a request to [info@voicescharterschool.com](mailto:info@voicescharterschool.com) or call Lizzette Ramirez at (408) 791-1609 Ex 1052 at least 24 hours before the start of the meeting.

Si necesita traducción de audio al español para acceder a la reunión de la Mesa Directiva de Voices, envíe una solicitud a [info@voicescharterschool.com](mailto:info@voicescharterschool.com) o llame a Lizzette Ramirez a (408) 791-1609 Ex 1052 por lo menos 24 horas antes del inicio de la reunión. Si desea hacer un comentario público en español y desea que lo traduzcamos al inglés para la Mesa Directiva, envíe una solicitud a [info@voicescharterschool.com](mailto:info@voicescharterschool.com) o llame a Lizzette Ramirez a (408) 791-1609 Ex 1052 por lo menos 24 horas antes del inicio de la reunión.

##### Instructions For Presentations To The Board By Parents and Citizens

##### PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD

---

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. Comments should be limited to 400 words or less, and will need to be readable within the time allocated for each comment. These presentations are limited to no more than 15 minutes total and 3 minutes per person. A full comment may not be read if the length of time to read the comment exceeds the designated limit. No action can be taken on an item not on the agenda at this time but may be referred to the administration or put on a future agenda.

1. When addressing the Board, speakers are requested to state their name and address and adhere to the limits set forth.
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.

---

## Directors Present

---

I. Connell, S. Sandoval, W. Plasencia (remote)

**Directors Absent**

A. Miller, K. Wisckol

**Non Voting Members Present**

F. Teso

**Guests Present**

L. Ramirez

---

**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 Saturday Aug 20, 2022 at 1:07 PM.

**C. Public Comment (on items not on the Agenda)**

No public comments.

**II. Board Business**

**A. Approve Independent Studies Policy**

I. Connell made a motion to Independent Studies Policy.  
W. Plasencia seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

|              |        |
|--------------|--------|
| A. Miller    | Absent |
| S. Sandoval  | Aye    |
| K. Wisckol   | Absent |
| W. Plasencia | Aye    |
| I. Connell   | Aye    |

**III. Closing Items**

**A. Adjourn Meeting**

I. Connell made a motion to adjourn meeting.  
W. Plasencia seconded the motion.  
The board **VOTED** unanimously to approve the motion.

**Roll Call**

- A. Miller      Absent
- W. Plasencia   Aye
- K. Wisckol     Absent
- I. Connell     Aye
- S. Sandoval    Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:08 PM.

Respectfully Submitted,  
L. Ramirez

## Coversheet

### Approve Contract(s) Over \$15,000

|                          |                                                                                                                                                                                                                                                                                                                                          |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Section:</b>          | III. Board Business: Consent Items                                                                                                                                                                                                                                                                                                       |
| <b>Item:</b>             | E. Approve Contract(s) Over \$15,000                                                                                                                                                                                                                                                                                                     |
| <b>Purpose:</b>          | Vote                                                                                                                                                                                                                                                                                                                                     |
| <b>Submitted by:</b>     |                                                                                                                                                                                                                                                                                                                                          |
| <b>Related Material:</b> | 2022-2023_Master_Contract_Voices_West_Contra_Costa.pdf<br>2022-2023_Master_Contract_Mount_Pleasant.pdf<br>2022-2023_Master_Contract_Morgan_Hill.pdf<br>2022-2023_Master_Contract_Franklin_McKinley.pdf<br>Voices__Canizales_Group_Agr.pdf<br>Please_DocuSign_Voices_Presence_2223_SY_Agr.pdf<br>Voices-B4YM_Renewal_Addendum_2022-23.pdf |



*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

**Master Contract  
2022-2023**

# Master Contract

## GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

**LEA** Voices West Contra Costa

Contract Year 2022-2023

Nonpublic School \_\_\_\_\_

Nonpublic Agency X

### 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.***

## Table of Contents

|                                                                                                      |    |
|------------------------------------------------------------------------------------------------------|----|
| AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS .....                                       | 5  |
| 1. MASTER CONTRACT .....                                                                             | 5  |
| 2. CERTIFICATION AND LICENSES .....                                                                  | 5  |
| 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS .....                                                 | 6  |
| 4. TERM OF MASTER CONTRACT .....                                                                     | 6  |
| 5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR<br>TERMINATION .....                  | 6  |
| 6. INDIVIDUAL SERVICES AGREEMENT .....                                                               | 7  |
| 7. DEFINITIONS .....                                                                                 | 7  |
| ADMINISTRATION OF CONTRACT .....                                                                     | 9  |
| 8. NOTICES .....                                                                                     | 9  |
| 9. MAINTENANCE OF RECORDS .....                                                                      | 9  |
| 10. SEVERABILITY CLAUSE .....                                                                        | 9  |
| 11. SUCCESSORS IN INTEREST .....                                                                     | 10 |
| 12. VENUE AND GOVERNING LAW .....                                                                    | 10 |
| 13. MODIFICATIONS AND AMENDMENTS<br>REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES ..... | 10 |
| 14. TERMINATION .....                                                                                | 10 |
| 15. INSURANCE .....                                                                                  | 10 |
| 16. INDEMNIFICATION AND HOLD HARMLESS .....                                                          | 11 |
| 17. INDEPENDENT CONTRACTOR .....                                                                     | 12 |
| 18. SUBCONTRACTING .....                                                                             | 12 |
| 19. CONFLICTS OF INTEREST .....                                                                      | 13 |
| 20. NON-DISCRIMINATION .....                                                                         | 13 |
| EDUCATIONAL PROGRAM .....                                                                            | 13 |
| 21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) .....                                               | 13 |
| 22. GENERAL PROGRAM OF INSTRUCTION .....                                                             | 14 |
| 23. INSTRUCTIONAL MINUTES .....                                                                      | 15 |
| 24. CLASS SIZE .....                                                                                 | 15 |
| 25. CALENDARS .....                                                                                  | 16 |
| 26. DATA REPORTING .....                                                                             | 16 |
| 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT .....                                              | 17 |
| 28. STATEWIDE ACHIEVEMENT TESTING .....                                                              | 17 |
| 29. MANDATED ATTENDANCE AT LEA MEETINGS .....                                                        | 17 |
| 30. POSITIVE BEHAVIOR INTERVENTIONS .....                                                            | 17 |
| 31. STUDENT DISCIPLINE .....                                                                         | 18 |
| 32. IEP TEAM MEETINGS .....                                                                          | 19 |
| 33. SURROGATE PARENTS AND FOSTER YOUTH .....                                                         | 19 |
| 34. DUE PROCESS PROCEEDINGS .....                                                                    | 20 |
| 35. COMPLAINT PROCEDURES .....                                                                       | 20 |
| 36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS .....                                      | 20 |

|     |                                                                                                                                         |    |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------|----|
| 37. | TRANSCRIPTS .....                                                                                                                       | 21 |
| 38. | STUDENT CHANGE OF RESIDENCE .....                                                                                                       | 21 |
| 39. | WITHDRAWAL OF STUDENT FROM PROGRAM .....                                                                                                | 21 |
| 40. | PARENT ACCESS .....                                                                                                                     | 21 |
| 41. | SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT .....                                                                                 | 22 |
| 42. | LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL<br>TREATMENT CENTER ("RTC") CONTRACTORS .....                       | 22 |
| 43. | STATE MEAL MANDATE .....                                                                                                                | 23 |
| 44. | MONITORING .....                                                                                                                        | 23 |
|     | PERSONNEL .....                                                                                                                         | 24 |
| 45. | CLEARANCE REQUIREMENTS .....                                                                                                            | 24 |
| 46. | STAFF QUALIFICATIONS .....                                                                                                              | 24 |
| 47. | VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS .....                                                                         | 25 |
| 48. | STAFF ABSENCE .....                                                                                                                     | 25 |
| 49. | STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR<br>SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME..... | 26 |
|     | HEALTH AND SAFETY MANDATES .....                                                                                                        | 26 |
| 50. | HEALTH AND SAFETY .....                                                                                                                 | 26 |
| 51. | FACILITIES AND FACILITIES MODIFICATIONS .....                                                                                           | 26 |
| 52. | ADMINISTRATION OF MEDICATION .....                                                                                                      | 26 |
| 53. | INCIDENT/ACCIDENT REPORTING .....                                                                                                       | 27 |
| 54. | CHILD ABUSE REPORTING .....                                                                                                             | 27 |
| 55. | SEXUAL HARASSMENT .....                                                                                                                 | 27 |
| 56. | REPORTING OF MISSING CHILDREN .....                                                                                                     | 27 |
|     | FINANCIAL .....                                                                                                                         | 27 |
| 57. | ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING<br>AND BILLING PROCEDURES .....                                         | 27 |
| 58. | PAYMENT FROM OUTSIDE AGENCIES .....                                                                                                     | 29 |
| 59. | PAYMENT FOR ABSENCES .....                                                                                                              | 29 |
| 60. | INSPECTION AND AUDIT .....                                                                                                              | 30 |
| 61. | RATE SCHEDULE .....                                                                                                                     | 30 |
| 62. | DEBARMENT CERTIFICATION .....                                                                                                           | 31 |
|     | EXHIBIT A: 2022-2023 RATES .....                                                                                                        | 33 |

**2022-2023****CONTRACT NUMBER:****LOCAL EDUCATION AGENCY:** Voices West Contra Costa**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, 2022, between

Voices West Contra Costa

hereinafter referred to as the local

educational agency ("LEA"), a member of Sonoma County Charter SELPA

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 July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023.

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. 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 “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 (N/A) days, plus up to (N/A) 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 its 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 (10th) 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. 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 CONTRACTOR is a nonpublic agency 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. When the provider is sent to the LEA and the student is not there, declines service, the nonpublic agency will bill .1 of an hour to document the service was offered to protect the school and follow the Individual Education Plan.

#### **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**

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; 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, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

**CONTRACTOR**

Adriana San Millan School Psychology and Special  
Education Services, LLC.

Nonpublic Agency

By: \_\_\_\_\_  
Signature Date  
Adriana San Millan, Manager

**Notices to CONTRACTOR shall be addressed to:**

Adriana San Millan, Manager

Adriana San Millan School Psychology and Special  
Education Services

**Address**

1115 Teresa Lane

| City        | State | Zip   |
|-------------|-------|-------|
| Morgan Hill | CA    | 95037 |

| Phone        | Fax |
|--------------|-----|
| 408-706-4860 |     |

**Email**

adriana@sanmillansped.com

**CONTRACTOR**

Voices West Contra Costa

LEA

By: \_\_\_\_\_  
Signature Date

**Notices to LEA shall be addressed to:**

Voices West Contra Costa

**Address**

| City | State | Zip |
|------|-------|-----|
|      |       |     |

| Phone | Fax |
|-------|-----|
|       |     |

**Email**

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

**Name and Title**

**Address**

| City | State | Zip |
|------|-------|-----|
|      |       |     |

| Phone | Fax |
|-------|-----|
|       |     |

**Email**



**EXHIBIT A: 2022-2023 RATES****4.1 RATE SCHEDULE FOR CONTRACT YEAR**

The CONTRACTOR: **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

Direct in-person service is a minimum of 4 hours. Charges will also apply if providers arrive and the student is absent. Virtual services should be allocated for a minimum of 30 minute increments and will be billed 15 minutes for no shows to cover documentation.

**Voices West Contra Costa**

| <b>EVALUATIONS</b>                                                     | <b>RATE</b> | <b>PERIOD</b> |
|------------------------------------------------------------------------|-------------|---------------|
| Academic Assessment                                                    | \$895       | per student   |
| Academic Assessment (virtual)                                          | \$795       | per student   |
| Academic Assessment in Spanish                                         | \$996       | per student   |
| Academic Assessment in Spanish (virtual)                               | \$895       | per student   |
| Assistive Technology Evaluation                                        | \$2,695     | per student   |
| Augmentative or alternative communication Evaluation                   | \$2,645     | per student   |
| Educationally Related Mental Health Services Assessment (ERMHS)        | \$1,995     | per student   |
| Behavior Intervention Plan                                             | \$2,395     | per student   |
| Functional Behavior Assessment                                         | \$2,495     | per student   |
| Health Assessment & Health Plan                                        | \$1,895     | per student   |
| Occupational Therapy Evaluation                                        | \$1,999     | per student   |
| Physical Therapy Evaluation                                            | \$1,999     | per student   |
| Bilingual Psycho-educational Assessment                                | \$2,149     | per student   |
| Psycho-educational Assessment                                          | \$1,995     | per student   |
| Review of Records for Triennial Evaluation                             | \$1,719     | per student   |
| Speech and Language Evaluation                                         | \$1,950     | per student   |
| Bilingual Speech and Language Evaluation                               | \$2,150     | per student   |
| Vision and Hearing Screening                                           | \$150       | per student   |
| <b>MEETING PARTICIPATION</b>                                           | <b>RATE</b> | <b>PERIOD</b> |
| School Psychologist IEP Attendance via Video Conference / Phone        | \$350       | per student   |
| <b>RELATED SERVICES/CONSULTATION</b>                                   | <b>RATE</b> | <b>PERIOD</b> |
| ERMHS: Individual Counseling, Counseling & Guidance, Parent Counseling | \$125       | per hour      |
| General Education Counseling                                           | \$125       | per hour      |
| Social Work ERMHS                                                      | \$125       | per hour      |

|                                           |       |          |
|-------------------------------------------|-------|----------|
| Behavior Support Services                 | \$99  | per hour |
| Behavior Support Services via Teletherapy | \$99  | per hour |
| Occupational Therapy                      | \$200 | per hour |
| Physical Therapy                          | \$200 | per hour |
| Vision Specialist Services                | \$229 | per hour |
| Orientation & Mobility                    | \$229 | per hour |
| Vision Independent Specialist             | \$200 | per hour |
| Vision Material Prep                      | \$200 | per hour |



**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, 2023, 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)<br>a. Individual<br>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<br>wk/mo/yr.,<br>Duration;<br>or per IEP; or as<br>needed | Cost per<br>session | Maximum<br>Number of<br>Sessions | Estimated<br>Maximum Total<br>Cost for<br>Contracted Period |
|--------------------------------------------------------------|----------|-----|------------------|--------------------------------------------------------------------------|---------------------|----------------------------------|-------------------------------------------------------------|
|                                                              | LEA      | NPS | OTHER<br>Specify |                                                                          |                     |                                  |                                                             |
| Occupational Therapy (450)                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Physical Therapy (460)                                       |          |     |                  |                                                                          |                     |                                  |                                                             |
| Individual Counseling (510)                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Counseling and guidance<br>(515).                            |          |     |                  |                                                                          |                     |                                  |                                                             |
| Parent Counseling (520)                                      |          |     |                  |                                                                          |                     |                                  |                                                             |
| Social Work Services (525)                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Psychological Services (530)                                 |          |     |                  |                                                                          |                     |                                  |                                                             |
| Behavior Intervention Services<br>(535)                      |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Services for Low<br>Incidence Disabilities (610) |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Deaf and Hard of<br>Hearing Services (710)       |          |     |                  |                                                                          |                     |                                  |                                                             |
| Interpreter Services (715)                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Audiological Services (720)                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Vision Services<br>(725)                         |          |     |                  |                                                                          |                     |                                  |                                                             |
| Orientation and Mobility (730)                               |          |     |                  |                                                                          |                     |                                  |                                                             |
| Braille Transcription (735)                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Orthopedic<br>Service (740)                      |          |     |                  |                                                                          |                     |                                  |                                                             |
| Reader Services (745)                                        |          |     |                  |                                                                          |                     |                                  |                                                             |

| SERVICE                                                                       | Provider |     |                  | # of Times per<br>wk/mo/yr.,<br>Duration;<br>or per IEP; or as<br>needed | Cost per<br>session | Maximum<br>Number of<br>Sessions | Estimated<br>Maximum Total<br>Cost for<br>Contracted Period |
|-------------------------------------------------------------------------------|----------|-----|------------------|--------------------------------------------------------------------------|---------------------|----------------------------------|-------------------------------------------------------------|
|                                                                               | LEA      | NPS | OTHER<br>Specify |                                                                          |                     |                                  |                                                             |
| Note Taking Services (750)                                                    |          |     |                  |                                                                          |                     |                                  |                                                             |
| Transcription Services (755)                                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Recreation Services (760)                                                     |          |     |                  |                                                                          |                     |                                  |                                                             |
| College Awareness<br>Preparation (820)                                        |          |     |                  |                                                                          |                     |                                  |                                                             |
| Vocational Assessment,<br>Counseling, Guidance and<br>Career Assessment (830) |          |     |                  |                                                                          |                     |                                  |                                                             |
| Career Awareness (840)                                                        |          |     |                  |                                                                          |                     |                                  |                                                             |
| Work Experience Education<br>(850)                                            |          |     |                  |                                                                          |                     |                                  |                                                             |
| Mentoring (860)                                                               |          |     |                  |                                                                          |                     |                                  |                                                             |
| Agency Linkages (865)                                                         |          |     |                  |                                                                          |                     |                                  |                                                             |
| Travel Training (870)                                                         |          |     |                  |                                                                          |                     |                                  |                                                             |
| Other Transition Services<br>(890)                                            |          |     |                  |                                                                          |                     |                                  |                                                             |
| Other (900)J                                                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Other (900)                                                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Transportation-Emergency<br>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) \_\_\_\_\_

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  
2022-2023**



# Master Contract

## GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

**LEA** Voices Mount Pleasant

Contract Year 2022-2023

Nonpublic School \_\_\_\_\_

Nonpublic Agency X

### 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.***

## Table of Contents

|                                                                                                      |    |
|------------------------------------------------------------------------------------------------------|----|
| AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS .....                                       | 5  |
| 1. MASTER CONTRACT .....                                                                             | 5  |
| 2. CERTIFICATION AND LICENSES .....                                                                  | 5  |
| 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS .....                                                 | 6  |
| 4. TERM OF MASTER CONTRACT .....                                                                     | 6  |
| 5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR<br>TERMINATION .....                  | 6  |
| 6. INDIVIDUAL SERVICES AGREEMENT .....                                                               | 7  |
| 7. DEFINITIONS .....                                                                                 | 7  |
| ADMINISTRATION OF CONTRACT .....                                                                     | 9  |
| 8. NOTICES .....                                                                                     | 9  |
| 9. MAINTENANCE OF RECORDS .....                                                                      | 9  |
| 10. SEVERABILITY CLAUSE .....                                                                        | 9  |
| 11. SUCCESSORS IN INTEREST .....                                                                     | 10 |
| 12. VENUE AND GOVERNING LAW .....                                                                    | 10 |
| 13. MODIFICATIONS AND AMENDMENTS<br>REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES ..... | 10 |
| 14. TERMINATION .....                                                                                | 10 |
| 15. INSURANCE .....                                                                                  | 10 |
| 16. INDEMNIFICATION AND HOLD HARMLESS .....                                                          | 11 |
| 17. INDEPENDENT CONTRACTOR .....                                                                     | 12 |
| 18. SUBCONTRACTING .....                                                                             | 12 |
| 19. CONFLICTS OF INTEREST .....                                                                      | 13 |
| 20. NON-DISCRIMINATION .....                                                                         | 13 |
| EDUCATIONAL PROGRAM .....                                                                            | 13 |
| 21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) .....                                               | 13 |
| 22. GENERAL PROGRAM OF INSTRUCTION .....                                                             | 14 |
| 23. INSTRUCTIONAL MINUTES .....                                                                      | 15 |
| 24. CLASS SIZE .....                                                                                 | 15 |
| 25. CALENDARS .....                                                                                  | 16 |
| 26. DATA REPORTING .....                                                                             | 16 |
| 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT .....                                              | 17 |
| 28. STATEWIDE ACHIEVEMENT TESTING .....                                                              | 17 |
| 29. MANDATED ATTENDANCE AT LEA MEETINGS .....                                                        | 17 |
| 30. POSITIVE BEHAVIOR INTERVENTIONS .....                                                            | 17 |
| 31. STUDENT DISCIPLINE .....                                                                         | 18 |
| 32. IEP TEAM MEETINGS .....                                                                          | 19 |
| 33. SURROGATE PARENTS AND FOSTER YOUTH .....                                                         | 19 |
| 34. DUE PROCESS PROCEEDINGS .....                                                                    | 20 |
| 35. COMPLAINT PROCEDURES .....                                                                       | 20 |
| 36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS .....                                      | 20 |

|     |                                                                                                                                         |    |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------|----|
| 37. | TRANSCRIPTS .....                                                                                                                       | 21 |
| 38. | STUDENT CHANGE OF RESIDENCE .....                                                                                                       | 21 |
| 39. | WITHDRAWAL OF STUDENT FROM PROGRAM .....                                                                                                | 21 |
| 40. | PARENT ACCESS .....                                                                                                                     | 21 |
| 41. | SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT .....                                                                                 | 22 |
| 42. | LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL<br>TREATMENT CENTER ("RTC") CONTRACTORS .....                       | 22 |
| 43. | STATE MEAL MANDATE .....                                                                                                                | 23 |
| 44. | MONITORING .....                                                                                                                        | 23 |
|     | PERSONNEL .....                                                                                                                         | 24 |
| 45. | CLEARANCE REQUIREMENTS .....                                                                                                            | 24 |
| 46. | STAFF QUALIFICATIONS .....                                                                                                              | 24 |
| 47. | VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS .....                                                                         | 25 |
| 48. | STAFF ABSENCE .....                                                                                                                     | 25 |
| 49. | STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR<br>SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME..... | 26 |
|     | HEALTH AND SAFETY MANDATES .....                                                                                                        | 26 |
| 50. | HEALTH AND SAFETY .....                                                                                                                 | 26 |
| 51. | FACILITIES AND FACILITIES MODIFICATIONS .....                                                                                           | 26 |
| 52. | ADMINISTRATION OF MEDICATION .....                                                                                                      | 26 |
| 53. | INCIDENT/ACCIDENT REPORTING .....                                                                                                       | 27 |
| 54. | CHILD ABUSE REPORTING .....                                                                                                             | 27 |
| 55. | SEXUAL HARASSMENT .....                                                                                                                 | 27 |
| 56. | REPORTING OF MISSING CHILDREN .....                                                                                                     | 27 |
|     | FINANCIAL .....                                                                                                                         | 27 |
| 57. | ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING<br>AND BILLING PROCEDURES .....                                         | 27 |
| 58. | PAYMENT FROM OUTSIDE AGENCIES .....                                                                                                     | 29 |
| 59. | PAYMENT FOR ABSENCES .....                                                                                                              | 29 |
| 60. | INSPECTION AND AUDIT .....                                                                                                              | 30 |
| 61. | RATE SCHEDULE .....                                                                                                                     | 30 |
| 62. | DEBARMENT CERTIFICATION .....                                                                                                           | 31 |
|     | EXHIBIT A: 2022-2023 RATES .....                                                                                                        | 33 |

**2022-2023****CONTRACT NUMBER:****LOCAL EDUCATION AGENCY:** Voices 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, 2022, between

Voices Mount Pleasant hereinafter referred to as the local  
educational agency ("LEA"), a member of Sonoma County Charter SELPA

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 July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023.

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. 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 “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 (N/A) days, plus up to (N/A) 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 its 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 (10th) 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. 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 CONTRACTOR is a nonpublic agency 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. When the provider is sent to the LEA and the student is not there, declines service, the nonpublic agency will bill .1 of an hour to document the service was offered to protect the school and follow the Individual Education Plan.



#### **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**

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; 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, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

**CONTRACTOR**

Adriana San Millan School Psychology and Special  
Education Services, LLC.

Nonpublic Agency

By: \_\_\_\_\_  
Signature Date  
Adriana San Millan, Manager

**Notices to CONTRACTOR shall be addressed to:**

Adriana San Millan, Manager

Adriana San Millan School Psychology and Special  
Education Services

**Address**

1115 Teresa Lane

| City        | State | Zip   |
|-------------|-------|-------|
| Morgan Hill | CA    | 95037 |

| Phone        | Fax |
|--------------|-----|
| 408-706-4860 |     |

**Email**

adriana@sanmillansped.com

**CONTRACTOR**

Voices Mount Pleasant

LEA

By: \_\_\_\_\_  
Signature Date

**Notices to LEA shall be addressed to:**

Voices Mount Pleasant

**Address**

| City | State | Zip |
|------|-------|-----|
|      |       |     |

| Phone | Fax |
|-------|-----|
|       |     |

**Email**

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

**Name and Title**

**Address**

| City | State | Zip |
|------|-------|-----|
|      |       |     |

| Phone | Fax |
|-------|-----|
|       |     |

**Email**



**EXHIBIT A: 2022-2023 RATES****4.1 RATE SCHEDULE FOR CONTRACT YEAR**

The CONTRACTOR: **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

Direct in-person service is a minimum of 4 hours. Charges will also apply if providers arrive and the student is absent. Virtual services should be allocated for a minimum of 30 minute increments and will be billed 15 minutes for no shows to cover documentation.

**Voices Mount Pleasant**

| <b>EVALUATIONS</b>                                                     | <b>RATE</b> | <b>PERIOD</b> |
|------------------------------------------------------------------------|-------------|---------------|
| Academic Assessment                                                    | \$895       | per student   |
| Academic Assessment (virtual)                                          | \$795       | per student   |
| Academic Assessment in Spanish                                         | \$996       | per student   |
| Academic Assessment in Spanish (virtual)                               | \$895       | per student   |
| Assistive Technology Evaluation                                        | \$2,695     | per student   |
| Augmentative or alternative communication Evaluation                   | \$2,645     | per student   |
| Educationally Related Mental Health Services Assessment (ERMHS)        | \$1,995     | per student   |
| Behavior Intervention Plan                                             | \$2,395     | per student   |
| Functional Behavior Assessment                                         | \$2,495     | per student   |
| Health Assessment & Health Plan                                        | \$1,895     | per student   |
| Occupational Therapy Evaluation                                        | \$1,999     | per student   |
| Physical Therapy Evaluation                                            | \$1,999     | per student   |
| Bilingual Psycho-educational Assessment                                | \$2,149     | per student   |
| Psycho-educational Assessment                                          | \$1,995     | per student   |
| Review of Records for Triennial Evaluation                             | \$1,719     | per student   |
| Speech and Language Evaluation                                         | \$1,950     | per student   |
| Bilingual Speech and Language Evaluation                               | \$2,150     | per student   |
| Vision and Hearing Screening                                           | \$150       | per student   |
| <b>MEETING PARTICIPATION</b>                                           | <b>RATE</b> | <b>PERIOD</b> |
| School Psychologist IEP Attendance via Video Conference / Phone        | \$350       | per student   |
| <b>RELATED SERVICES/CONSULTATION</b>                                   | <b>RATE</b> | <b>PERIOD</b> |
| ERMHS: Individual Counseling, Counseling & Guidance, Parent Counseling | \$125       | per hour      |
| General Education Counseling                                           | \$125       | per hour      |
| Social Work ERMHS                                                      | \$125       | per hour      |



|                                           |       |          |
|-------------------------------------------|-------|----------|
| Behavior Support Services                 | \$99  | per hour |
| Behavior Support Services via Teletherapy | \$99  | per hour |
| Occupational Therapy                      | \$200 | per hour |
| Physical Therapy                          | \$200 | per hour |
| Vision Specialist Services                | \$229 | per hour |
| Orientation & Mobility                    | \$229 | per hour |
| Vision Independent Specialist             | \$200 | per hour |
| Vision Material Prep                      | \$200 | per hour |



**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, 2023, 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)<br>a. Individual<br>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<br>wk/mo/yr.,<br>Duration;<br>or per IEP; or as<br>needed | Cost per<br>session | Maximum<br>Number of<br>Sessions | Estimated<br>Maximum Total<br>Cost for<br>Contracted Period |
|--------------------------------------------------------------|----------|-----|------------------|--------------------------------------------------------------------------|---------------------|----------------------------------|-------------------------------------------------------------|
|                                                              | LEA      | NPS | OTHER<br>Specify |                                                                          |                     |                                  |                                                             |
| Occupational Therapy (450)                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Physical Therapy (460)                                       |          |     |                  |                                                                          |                     |                                  |                                                             |
| Individual Counseling (510)                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Counseling and guidance<br>(515).                            |          |     |                  |                                                                          |                     |                                  |                                                             |
| Parent Counseling (520)                                      |          |     |                  |                                                                          |                     |                                  |                                                             |
| Social Work Services (525)                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Psychological Services (530)                                 |          |     |                  |                                                                          |                     |                                  |                                                             |
| Behavior Intervention Services<br>(535)                      |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Services for Low<br>Incidence Disabilities (610) |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Deaf and Hard of<br>Hearing Services (710)       |          |     |                  |                                                                          |                     |                                  |                                                             |
| Interpreter Services (715)                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Audiological Services (720)                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Vision Services<br>(725)                         |          |     |                  |                                                                          |                     |                                  |                                                             |
| Orientation and Mobility (730)                               |          |     |                  |                                                                          |                     |                                  |                                                             |
| Braille Transcription (735)                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Orthopedic<br>Service (740)                      |          |     |                  |                                                                          |                     |                                  |                                                             |
| Reader Services (745)                                        |          |     |                  |                                                                          |                     |                                  |                                                             |

| SERVICE                                                                       | Provider |     |                  | # of Times per<br>wk/mo/yr.,<br>Duration;<br>or per IEP; or as<br>needed | Cost per<br>session | Maximum<br>Number of<br>Sessions | Estimated<br>Maximum Total<br>Cost for<br>Contracted Period |
|-------------------------------------------------------------------------------|----------|-----|------------------|--------------------------------------------------------------------------|---------------------|----------------------------------|-------------------------------------------------------------|
|                                                                               | LEA      | NPS | OTHER<br>Specify |                                                                          |                     |                                  |                                                             |
| Note Taking Services (750)                                                    |          |     |                  |                                                                          |                     |                                  |                                                             |
| Transcription Services (755)                                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Recreation Services (760)                                                     |          |     |                  |                                                                          |                     |                                  |                                                             |
| College Awareness<br>Preparation (820)                                        |          |     |                  |                                                                          |                     |                                  |                                                             |
| Vocational Assessment,<br>Counseling, Guidance and<br>Career Assessment (830) |          |     |                  |                                                                          |                     |                                  |                                                             |
| Career Awareness (840)                                                        |          |     |                  |                                                                          |                     |                                  |                                                             |
| Work Experience Education<br>(850)                                            |          |     |                  |                                                                          |                     |                                  |                                                             |
| Mentoring (860)                                                               |          |     |                  |                                                                          |                     |                                  |                                                             |
| Agency Linkages (865)                                                         |          |     |                  |                                                                          |                     |                                  |                                                             |
| Travel Training (870)                                                         |          |     |                  |                                                                          |                     |                                  |                                                             |
| Other Transition Services<br>(890)                                            |          |     |                  |                                                                          |                     |                                  |                                                             |
| Other (900)J                                                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Other (900)                                                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Transportation-Emergency<br>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)

\_\_\_\_\_

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  
2022-2023**

# Master Contract

## GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

**LEA** Voices Morgan Hill

Contract Year 2022-2023

Nonpublic School \_\_\_\_\_

Nonpublic Agency X

### 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.***



## Table of Contents

|                                                                                                      |    |
|------------------------------------------------------------------------------------------------------|----|
| AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS .....                                       | 5  |
| 1. MASTER CONTRACT .....                                                                             | 5  |
| 2. CERTIFICATION AND LICENSES .....                                                                  | 5  |
| 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS .....                                                 | 6  |
| 4. TERM OF MASTER CONTRACT .....                                                                     | 6  |
| 5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR<br>TERMINATION .....                  | 6  |
| 6. INDIVIDUAL SERVICES AGREEMENT .....                                                               | 7  |
| 7. DEFINITIONS .....                                                                                 | 7  |
| ADMINISTRATION OF CONTRACT .....                                                                     | 9  |
| 8. NOTICES .....                                                                                     | 9  |
| 9. MAINTENANCE OF RECORDS .....                                                                      | 9  |
| 10. SEVERABILITY CLAUSE .....                                                                        | 9  |
| 11. SUCCESSORS IN INTEREST .....                                                                     | 10 |
| 12. VENUE AND GOVERNING LAW .....                                                                    | 10 |
| 13. MODIFICATIONS AND AMENDMENTS<br>REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES ..... | 10 |
| 14. TERMINATION .....                                                                                | 10 |
| 15. INSURANCE .....                                                                                  | 10 |
| 16. INDEMNIFICATION AND HOLD HARMLESS .....                                                          | 11 |
| 17. INDEPENDENT CONTRACTOR .....                                                                     | 12 |
| 18. SUBCONTRACTING .....                                                                             | 12 |
| 19. CONFLICTS OF INTEREST .....                                                                      | 13 |
| 20. NON-DISCRIMINATION .....                                                                         | 13 |
| EDUCATIONAL PROGRAM .....                                                                            | 13 |
| 21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) .....                                               | 13 |
| 22. GENERAL PROGRAM OF INSTRUCTION .....                                                             | 14 |
| 23. INSTRUCTIONAL MINUTES .....                                                                      | 15 |
| 24. CLASS SIZE .....                                                                                 | 15 |
| 25. CALENDARS .....                                                                                  | 16 |
| 26. DATA REPORTING .....                                                                             | 16 |
| 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT .....                                              | 17 |
| 28. STATEWIDE ACHIEVEMENT TESTING .....                                                              | 17 |
| 29. MANDATED ATTENDANCE AT LEA MEETINGS .....                                                        | 17 |
| 30. POSITIVE BEHAVIOR INTERVENTIONS .....                                                            | 17 |
| 31. STUDENT DISCIPLINE .....                                                                         | 18 |
| 32. IEP TEAM MEETINGS .....                                                                          | 19 |
| 33. SURROGATE PARENTS AND FOSTER YOUTH .....                                                         | 19 |
| 34. DUE PROCESS PROCEEDINGS .....                                                                    | 20 |
| 35. COMPLAINT PROCEDURES .....                                                                       | 20 |
| 36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS .....                                      | 20 |

|     |                                                                                                                                         |    |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------|----|
| 37. | TRANSCRIPTS .....                                                                                                                       | 21 |
| 38. | STUDENT CHANGE OF RESIDENCE .....                                                                                                       | 21 |
| 39. | WITHDRAWAL OF STUDENT FROM PROGRAM .....                                                                                                | 21 |
| 40. | PARENT ACCESS .....                                                                                                                     | 21 |
| 41. | SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT .....                                                                                 | 22 |
| 42. | LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL<br>TREATMENT CENTER ("RTC") CONTRACTORS .....                       | 22 |
| 43. | STATE MEAL MANDATE .....                                                                                                                | 23 |
| 44. | MONITORING .....                                                                                                                        | 23 |
|     | PERSONNEL .....                                                                                                                         | 24 |
| 45. | CLEARANCE REQUIREMENTS .....                                                                                                            | 24 |
| 46. | STAFF QUALIFICATIONS .....                                                                                                              | 24 |
| 47. | VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS .....                                                                         | 25 |
| 48. | STAFF ABSENCE .....                                                                                                                     | 25 |
| 49. | STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR<br>SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME..... | 26 |
|     | HEALTH AND SAFETY MANDATES .....                                                                                                        | 26 |
| 50. | HEALTH AND SAFETY .....                                                                                                                 | 26 |
| 51. | FACILITIES AND FACILITIES MODIFICATIONS .....                                                                                           | 26 |
| 52. | ADMINISTRATION OF MEDICATION .....                                                                                                      | 26 |
| 53. | INCIDENT/ACCIDENT REPORTING .....                                                                                                       | 27 |
| 54. | CHILD ABUSE REPORTING .....                                                                                                             | 27 |
| 55. | SEXUAL HARASSMENT .....                                                                                                                 | 27 |
| 56. | REPORTING OF MISSING CHILDREN .....                                                                                                     | 27 |
|     | FINANCIAL .....                                                                                                                         | 27 |
| 57. | ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING<br>AND BILLING PROCEDURES .....                                         | 27 |
| 58. | PAYMENT FROM OUTSIDE AGENCIES .....                                                                                                     | 29 |
| 59. | PAYMENT FOR ABSENCES .....                                                                                                              | 29 |
| 60. | INSPECTION AND AUDIT .....                                                                                                              | 30 |
| 61. | RATE SCHEDULE .....                                                                                                                     | 30 |
| 62. | DEBARMENT CERTIFICATION .....                                                                                                           | 31 |
|     | EXHIBIT A: 2022-2023 RATES .....                                                                                                        | 33 |

**2022-2023****CONTRACT NUMBER:****LOCAL EDUCATION AGENCY:** Voices 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, 2022, between

Voices Morgan Hill

hereinafter referred to as the local

educational agency ("LEA"), a member of Sonoma County Charter SELPA

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 July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023.

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. 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 “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 (N/A) days, plus up to (N/A) 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 its 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 (10th) 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. 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 CONTRACTOR is a nonpublic agency 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. When the provider is sent to the LEA and the student is not there, declines service, the nonpublic agency will bill .1 of an hour to document the service was offered to protect the school and follow the Individual Education Plan.

#### **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**

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; 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, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

**CONTRACTOR**

Adriana San Millan School Psychology and Special  
Education Services, LLC.

Nonpublic Agency

By: \_\_\_\_\_  
Signature Date  
Adriana San Millan, Manager

**Notices to CONTRACTOR shall be addressed to:**

Adriana San Millan, Manager

Adriana San Millan School Psychology and Special  
Education Services

**Address**

1115 Teresa Lane

| City        | State | Zip   |
|-------------|-------|-------|
| Morgan Hill | CA    | 95037 |

| Phone        | Fax |
|--------------|-----|
| 408-706-4860 |     |

**Email**

adriana@sanmillansped.com

**CONTRACTOR**

Voices Morgan Hill

LEA

By: \_\_\_\_\_  
Signature Date

**Notices to LEA shall be addressed to:**

Voices Morgan Hill

**Address**

| City | State | Zip |
|------|-------|-----|
|      |       |     |

| Phone | Fax |
|-------|-----|
|       |     |

**Email**

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

**Name and Title**

**Address**

| City | State | Zip |
|------|-------|-----|
|      |       |     |

| Phone | Fax |
|-------|-----|
|       |     |

**Email**

**EXHIBIT A: 2022-2023 RATES****4.1 RATE SCHEDULE FOR CONTRACT YEAR**

The CONTRACTOR: **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

Direct in-person service is a minimum of 4 hours. Charges will also apply if providers arrive and the student is absent. Virtual services should be allocated for a minimum of 30 minute increments and will be billed 15 minutes for no shows to cover documentation.

**Voices Morgan Hill**

| <b>EVALUATIONS</b>                                                     | <b>RATE</b> | <b>PERIOD</b> |
|------------------------------------------------------------------------|-------------|---------------|
| Academic Assessment                                                    | \$895       | per student   |
| Academic Assessment (virtual)                                          | \$795       | per student   |
| Academic Assessment in Spanish                                         | \$996       | per student   |
| Academic Assessment in Spanish (virtual)                               | \$895       | per student   |
| Assistive Technology Evaluation                                        | \$2,695     | per student   |
| Augmentative or alternative communication Evaluation                   | \$2,645     | per student   |
| Educationally Related Mental Health Services Assessment (ERMHS)        | \$1,995     | per student   |
| Behavior Intervention Plan                                             | \$2,395     | per student   |
| Functional Behavior Assessment                                         | \$2,495     | per student   |
| Health Assessment & Health Plan                                        | \$1,895     | per student   |
| Occupational Therapy Evaluation                                        | \$1,999     | per student   |
| Physical Therapy Evaluation                                            | \$1,999     | per student   |
| Bilingual Psycho-educational Assessment                                | \$2,149     | per student   |
| Psycho-educational Assessment                                          | \$1,995     | per student   |
| Review of Records for Triennial Evaluation                             | \$1,719     | per student   |
| Speech and Language Evaluation                                         | \$1,950     | per student   |
| Bilingual Speech and Language Evaluation                               | \$2,150     | per student   |
| Vision and Hearing Screening                                           | \$150       | per student   |
| <b>MEETING PARTICIPATION</b>                                           | <b>RATE</b> | <b>PERIOD</b> |
| School Psychologist IEP Attendance via Video Conference / Phone        | \$350       | per student   |
| <b>RELATED SERVICES/CONSULTATION</b>                                   | <b>RATE</b> | <b>PERIOD</b> |
| ERMHS: Individual Counseling, Counseling & Guidance, Parent Counseling | \$125       | per hour      |
| General Education Counseling                                           | \$125       | per hour      |
| Social Work ERMHS                                                      | \$125       | per hour      |

|                                           |       |          |
|-------------------------------------------|-------|----------|
| Behavior Support Services                 | \$99  | per hour |
| Behavior Support Services via Teletherapy | \$99  | per hour |
| Occupational Therapy                      | \$200 | per hour |
| Physical Therapy                          | \$200 | per hour |
| Vision Specialist Services                | \$229 | per hour |
| Orientation & Mobility                    | \$229 | per hour |
| Vision Independent Specialist             | \$200 | per hour |
| Vision Material Prep                      | \$200 | per hour |





**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, 2023, 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)<br>a. Individual<br>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<br>wk/mo/yr.,<br>Duration;<br>or per IEP; or as<br>needed | Cost per<br>session | Maximum<br>Number of<br>Sessions | Estimated<br>Maximum Total<br>Cost for<br>Contracted Period |
|--------------------------------------------------------------|----------|-----|------------------|--------------------------------------------------------------------------|---------------------|----------------------------------|-------------------------------------------------------------|
|                                                              | LEA      | NPS | OTHER<br>Specify |                                                                          |                     |                                  |                                                             |
| Occupational Therapy (450)                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Physical Therapy (460)                                       |          |     |                  |                                                                          |                     |                                  |                                                             |
| Individual Counseling (510)                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Counseling and guidance<br>(515).                            |          |     |                  |                                                                          |                     |                                  |                                                             |
| Parent Counseling (520)                                      |          |     |                  |                                                                          |                     |                                  |                                                             |
| Social Work Services (525)                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Psychological Services (530)                                 |          |     |                  |                                                                          |                     |                                  |                                                             |
| Behavior Intervention Services<br>(535)                      |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Services for Low<br>Incidence Disabilities (610) |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Deaf and Hard of<br>Hearing Services (710)       |          |     |                  |                                                                          |                     |                                  |                                                             |
| Interpreter Services (715)                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Audiological Services (720)                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Vision Services<br>(725)                         |          |     |                  |                                                                          |                     |                                  |                                                             |
| Orientation and Mobility (730)                               |          |     |                  |                                                                          |                     |                                  |                                                             |
| Braille Transcription (735)                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Orthopedic<br>Service (740)                      |          |     |                  |                                                                          |                     |                                  |                                                             |
| Reader Services (745)                                        |          |     |                  |                                                                          |                     |                                  |                                                             |

| SERVICE                                                                       | Provider |     |                  | # of Times per<br>wk/mo/yr.,<br>Duration;<br>or per IEP; or as<br>needed | Cost per<br>session | Maximum<br>Number of<br>Sessions | Estimated<br>Maximum Total<br>Cost for<br>Contracted Period |
|-------------------------------------------------------------------------------|----------|-----|------------------|--------------------------------------------------------------------------|---------------------|----------------------------------|-------------------------------------------------------------|
|                                                                               | LEA      | NPS | OTHER<br>Specify |                                                                          |                     |                                  |                                                             |
| Note Taking Services (750)                                                    |          |     |                  |                                                                          |                     |                                  |                                                             |
| Transcription Services (755)                                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Recreation Services (760)                                                     |          |     |                  |                                                                          |                     |                                  |                                                             |
| College Awareness<br>Preparation (820)                                        |          |     |                  |                                                                          |                     |                                  |                                                             |
| Vocational Assessment,<br>Counseling, Guidance and<br>Career Assessment (830) |          |     |                  |                                                                          |                     |                                  |                                                             |
| Career Awareness (840)                                                        |          |     |                  |                                                                          |                     |                                  |                                                             |
| Work Experience Education<br>(850)                                            |          |     |                  |                                                                          |                     |                                  |                                                             |
| Mentoring (860)                                                               |          |     |                  |                                                                          |                     |                                  |                                                             |
| Agency Linkages (865)                                                         |          |     |                  |                                                                          |                     |                                  |                                                             |
| Travel Training (870)                                                         |          |     |                  |                                                                          |                     |                                  |                                                             |
| Other Transition Services<br>(890)                                            |          |     |                  |                                                                          |                     |                                  |                                                             |
| Other (900)J                                                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Other (900)                                                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Transportation-Emergency<br>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)

\_\_\_\_\_

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  
2022-2023**

# Master Contract

## GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

**LEA** Voices Franklin McKinley

Contract Year 2022-2023

Nonpublic School \_\_\_\_\_

Nonpublic Agency X

### 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.***

## Table of Contents

|                                                                                                      |    |
|------------------------------------------------------------------------------------------------------|----|
| AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS .....                                       | 5  |
| 1. MASTER CONTRACT .....                                                                             | 5  |
| 2. CERTIFICATION AND LICENSES .....                                                                  | 5  |
| 3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS .....                                                 | 6  |
| 4. TERM OF MASTER CONTRACT .....                                                                     | 6  |
| 5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR<br>TERMINATION .....                  | 6  |
| 6. INDIVIDUAL SERVICES AGREEMENT .....                                                               | 7  |
| 7. DEFINITIONS .....                                                                                 | 7  |
| ADMINISTRATION OF CONTRACT .....                                                                     | 9  |
| 8. NOTICES .....                                                                                     | 9  |
| 9. MAINTENANCE OF RECORDS .....                                                                      | 9  |
| 10. SEVERABILITY CLAUSE .....                                                                        | 9  |
| 11. SUCCESSORS IN INTEREST .....                                                                     | 10 |
| 12. VENUE AND GOVERNING LAW .....                                                                    | 10 |
| 13. MODIFICATIONS AND AMENDMENTS<br>REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES ..... | 10 |
| 14. TERMINATION .....                                                                                | 10 |
| 15. INSURANCE .....                                                                                  | 10 |
| 16. INDEMNIFICATION AND HOLD HARMLESS .....                                                          | 11 |
| 17. INDEPENDENT CONTRACTOR .....                                                                     | 12 |
| 18. SUBCONTRACTING .....                                                                             | 12 |
| 19. CONFLICTS OF INTEREST .....                                                                      | 13 |
| 20. NON-DISCRIMINATION .....                                                                         | 13 |
| EDUCATIONAL PROGRAM .....                                                                            | 13 |
| 21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) .....                                               | 13 |
| 22. GENERAL PROGRAM OF INSTRUCTION .....                                                             | 14 |
| 23. INSTRUCTIONAL MINUTES .....                                                                      | 15 |
| 24. CLASS SIZE .....                                                                                 | 15 |
| 25. CALENDARS .....                                                                                  | 16 |
| 26. DATA REPORTING .....                                                                             | 16 |
| 27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT .....                                              | 17 |
| 28. STATEWIDE ACHIEVEMENT TESTING .....                                                              | 17 |
| 29. MANDATED ATTENDANCE AT LEA MEETINGS .....                                                        | 17 |
| 30. POSITIVE BEHAVIOR INTERVENTIONS .....                                                            | 17 |
| 31. STUDENT DISCIPLINE .....                                                                         | 18 |
| 32. IEP TEAM MEETINGS .....                                                                          | 19 |
| 33. SURROGATE PARENTS AND FOSTER YOUTH .....                                                         | 19 |
| 34. DUE PROCESS PROCEEDINGS .....                                                                    | 20 |
| 35. COMPLAINT PROCEDURES .....                                                                       | 20 |
| 36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS .....                                      | 20 |



|     |                                                                                                                                         |    |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------|----|
| 37. | TRANSCRIPTS .....                                                                                                                       | 21 |
| 38. | STUDENT CHANGE OF RESIDENCE .....                                                                                                       | 21 |
| 39. | WITHDRAWAL OF STUDENT FROM PROGRAM .....                                                                                                | 21 |
| 40. | PARENT ACCESS .....                                                                                                                     | 21 |
| 41. | SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT .....                                                                                 | 22 |
| 42. | LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL<br>TREATMENT CENTER ("RTC") CONTRACTORS .....                       | 22 |
| 43. | STATE MEAL MANDATE .....                                                                                                                | 23 |
| 44. | MONITORING .....                                                                                                                        | 23 |
|     | PERSONNEL .....                                                                                                                         | 24 |
| 45. | CLEARANCE REQUIREMENTS .....                                                                                                            | 24 |
| 46. | STAFF QUALIFICATIONS .....                                                                                                              | 24 |
| 47. | VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS .....                                                                         | 25 |
| 48. | STAFF ABSENCE .....                                                                                                                     | 25 |
| 49. | STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR<br>SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME..... | 26 |
|     | HEALTH AND SAFETY MANDATES .....                                                                                                        | 26 |
| 50. | HEALTH AND SAFETY .....                                                                                                                 | 26 |
| 51. | FACILITIES AND FACILITIES MODIFICATIONS .....                                                                                           | 26 |
| 52. | ADMINISTRATION OF MEDICATION .....                                                                                                      | 26 |
| 53. | INCIDENT/ACCIDENT REPORTING .....                                                                                                       | 27 |
| 54. | CHILD ABUSE REPORTING .....                                                                                                             | 27 |
| 55. | SEXUAL HARASSMENT .....                                                                                                                 | 27 |
| 56. | REPORTING OF MISSING CHILDREN .....                                                                                                     | 27 |
|     | FINANCIAL .....                                                                                                                         | 27 |
| 57. | ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING<br>AND BILLING PROCEDURES .....                                         | 27 |
| 58. | PAYMENT FROM OUTSIDE AGENCIES .....                                                                                                     | 29 |
| 59. | PAYMENT FOR ABSENCES .....                                                                                                              | 29 |
| 60. | INSPECTION AND AUDIT .....                                                                                                              | 30 |
| 61. | RATE SCHEDULE .....                                                                                                                     | 30 |
| 62. | DEBARMENT CERTIFICATION .....                                                                                                           | 31 |
|     | EXHIBIT A: 2022-2023 RATES .....                                                                                                        | 33 |

**2022-2023****CONTRACT NUMBER:****LOCAL EDUCATION AGENCY:**

Voices 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, 2022, between

Voices Franklin McKinley hereinafter referred to as the local educational agency ("LEA"), a member of Sonoma County Charter SELPA

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 July 1, 2022 to June 30, 2023 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2023.

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. 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 “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 (N/A) days, plus up to (N/A) 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 its 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 (10th) 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. 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 CONTRACTOR is a nonpublic agency 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. When the provider is sent to the LEA and the student is not there, declines service, the nonpublic agency will bill .1 of an hour to document the service was offered to protect the school and follow the Individual Education Plan.



#### **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**

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; 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, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

**CONTRACTOR**

Adriana San Millan School Psychology and Special  
Education Services, LLC.

Nonpublic Agency

By: \_\_\_\_\_  
Signature Date  
Adriana San Millan, Manager

**Notices to CONTRACTOR shall be addressed to:**

Adriana San Millan, Manager

Adriana San Millan School Psychology and Special  
Education Services

**Address**

1115 Teresa Lane

| City        | State | Zip   |
|-------------|-------|-------|
| Morgan Hill | CA    | 95037 |

| Phone        | Fax |
|--------------|-----|
| 408-706-4860 |     |

**Email**

adriana@sanmillansped.com

**CONTRACTOR**

Voices Franklin McKinley

LEA

By: \_\_\_\_\_  
Signature Date

**Notices to LEA shall be addressed to:**

Voices Franklin McKinley

**Address**

| City | State | Zip |
|------|-------|-----|
|      |       |     |

| Phone | Fax |
|-------|-----|
|       |     |

**Email**

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

**Name and Title**

**Address**

| City | State | Zip |
|------|-------|-----|
|      |       |     |

| Phone | Fax |
|-------|-----|
|       |     |

**Email**

**EXHIBIT A: 2022-2023 RATES****4.1 RATE SCHEDULE FOR CONTRACT YEAR**

The CONTRACTOR: **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

Direct in-person service is a minimum of 4 hours. Charges will also apply if providers arrive and the student is absent. Virtual services should be allocated for a minimum of 30 minute increments and will be billed 15 minutes for no shows to cover documentation.

**Voices Franklin McKinley**

| <b>EVALUATIONS</b>                                                     | <b>RATE</b> | <b>PERIOD</b> |
|------------------------------------------------------------------------|-------------|---------------|
| Academic Assessment                                                    | \$895       | per student   |
| Academic Assessment (virtual)                                          | \$795       | per student   |
| Academic Assessment in Spanish                                         | \$996       | per student   |
| Academic Assessment in Spanish (virtual)                               | \$895       | per student   |
| Assistive Technology Evaluation                                        | \$2,695     | per student   |
| Augmentative or alternative communication Evaluation                   | \$2,645     | per student   |
| Educationally Related Mental Health Services Assessment (ERMHS)        | \$1,995     | per student   |
| Behavior Intervention Plan                                             | \$2,395     | per student   |
| Functional Behavior Assessment                                         | \$2,495     | per student   |
| Health Assessment & Health Plan                                        | \$1,895     | per student   |
| Occupational Therapy Evaluation                                        | \$1,999     | per student   |
| Physical Therapy Evaluation                                            | \$1,999     | per student   |
| Bilingual Psycho-educational Assessment                                | \$2,149     | per student   |
| Psycho-educational Assessment                                          | \$1,995     | per student   |
| Review of Records for Triennial Evaluation                             | \$1,719     | per student   |
| Speech and Language Evaluation                                         | \$1,950     | per student   |
| Bilingual Speech and Language Evaluation                               | \$2,150     | per student   |
| Vision and Hearing Screening                                           | \$150       | per student   |
| <b>MEETING PARTICIPATION</b>                                           | <b>RATE</b> | <b>PERIOD</b> |
| School Psychologist IEP Attendance via Video Conference / Phone        | \$350       | per student   |
| <b>RELATED SERVICES/CONSULTATION</b>                                   | <b>RATE</b> | <b>PERIOD</b> |
| ERMHS: Individual Counseling, Counseling & Guidance, Parent Counseling | \$125       | per hour      |
| General Education Counseling                                           | \$125       | per hour      |
| Social Work ERMHS                                                      | \$125       | per hour      |

|                                           |       |          |
|-------------------------------------------|-------|----------|
| Behavior Support Services                 | \$99  | per hour |
| Behavior Support Services via Teletherapy | \$99  | per hour |
| Occupational Therapy                      | \$200 | per hour |
| Physical Therapy                          | \$200 | per hour |
| Vision Specialist Services                | \$229 | per hour |
| Orientation & Mobility                    | \$229 | per hour |
| Vision Independent Specialist             | \$200 | per hour |
| Vision Material Prep                      | \$200 | per hour |





**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, 2023, 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)<br>a. Individual<br>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<br>wk/mo/yr.,<br>Duration;<br>or per IEP; or as<br>needed | Cost per<br>session | Maximum<br>Number of<br>Sessions | Estimated<br>Maximum Total<br>Cost for<br>Contracted Period |
|--------------------------------------------------------------|----------|-----|------------------|--------------------------------------------------------------------------|---------------------|----------------------------------|-------------------------------------------------------------|
|                                                              | LEA      | NPS | OTHER<br>Specify |                                                                          |                     |                                  |                                                             |
| Occupational Therapy (450)                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Physical Therapy (460)                                       |          |     |                  |                                                                          |                     |                                  |                                                             |
| Individual Counseling (510)                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Counseling and guidance<br>(515).                            |          |     |                  |                                                                          |                     |                                  |                                                             |
| Parent Counseling (520)                                      |          |     |                  |                                                                          |                     |                                  |                                                             |
| Social Work Services (525)                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Psychological Services (530)                                 |          |     |                  |                                                                          |                     |                                  |                                                             |
| Behavior Intervention Services<br>(535)                      |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Services for Low<br>Incidence Disabilities (610) |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Deaf and Hard of<br>Hearing Services (710)       |          |     |                  |                                                                          |                     |                                  |                                                             |
| Interpreter Services (715)                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Audiological Services (720)                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Vision Services<br>(725)                         |          |     |                  |                                                                          |                     |                                  |                                                             |
| Orientation and Mobility (730)                               |          |     |                  |                                                                          |                     |                                  |                                                             |
| Braille Transcription (735)                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Specialized Orthopedic<br>Service (740)                      |          |     |                  |                                                                          |                     |                                  |                                                             |
| Reader Services (745)                                        |          |     |                  |                                                                          |                     |                                  |                                                             |

| SERVICE                                                                       | Provider |     |                  | # of Times per<br>wk/mo/yr.,<br>Duration;<br>or per IEP; or as<br>needed | Cost per<br>session | Maximum<br>Number of<br>Sessions | Estimated<br>Maximum Total<br>Cost for<br>Contracted Period |
|-------------------------------------------------------------------------------|----------|-----|------------------|--------------------------------------------------------------------------|---------------------|----------------------------------|-------------------------------------------------------------|
|                                                                               | LEA      | NPS | OTHER<br>Specify |                                                                          |                     |                                  |                                                             |
| Note Taking Services (750)                                                    |          |     |                  |                                                                          |                     |                                  |                                                             |
| Transcription Services (755)                                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Recreation Services (760)                                                     |          |     |                  |                                                                          |                     |                                  |                                                             |
| College Awareness<br>Preparation (820)                                        |          |     |                  |                                                                          |                     |                                  |                                                             |
| Vocational Assessment,<br>Counseling, Guidance and<br>Career Assessment (830) |          |     |                  |                                                                          |                     |                                  |                                                             |
| Career Awareness (840)                                                        |          |     |                  |                                                                          |                     |                                  |                                                             |
| Work Experience Education<br>(850)                                            |          |     |                  |                                                                          |                     |                                  |                                                             |
| Mentoring (860)                                                               |          |     |                  |                                                                          |                     |                                  |                                                             |
| Agency Linkages (865)                                                         |          |     |                  |                                                                          |                     |                                  |                                                             |
| Travel Training (870)                                                         |          |     |                  |                                                                          |                     |                                  |                                                             |
| Other Transition Services<br>(890)                                            |          |     |                  |                                                                          |                     |                                  |                                                             |
| Other (900)J                                                                  |          |     |                  |                                                                          |                     |                                  |                                                             |
| Other (900)                                                                   |          |     |                  |                                                                          |                     |                                  |                                                             |
| Transportation-Emergency<br>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) \_\_\_\_\_

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)

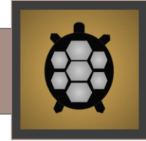
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

## The Canizales Group - Agreement


**CONSULTANT / SERVICE PROVIDER:**

The Canizales Group  
47 Allison Street NE  
Washington DC, 20011  
Phone: (510) 274-0890  
Signatory: Claudia Canizales Aguilar  
claudia@canizalesgroup.com

**CLIENT:**

Voices College-Bound Language Academies  
6840 Via Del Oro, Suite 160  
San Jose, CA 95119  
Signatory: Deanna L. Flores  
dflores@voicescharterschool.com

| Description of Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The Canizales Group will provide the agreed upon services between August 15, 2022 and June 30th, 2023. See attached Scope of Work (Exhibit A) for details. Should an extension of the contract be required, a new agreement will be generated.                                                                                                                                                                                                                                                                                                                                                          |
| Compensation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| For the services described in the scope of work, the Canizales Group will be compensated a total of \$23,000. The Canizales Group will provide two invoices for this project: <ul style="list-style-type: none"> <li>• \$7,666.67 on 8/30/2022</li> <li>• \$7,666.67 on 1/15/2023</li> <li>• \$7,666.66 on 6/30/2023</li> </ul>                                                                                                                                                                                                                                                                         |
| Terms of Contract                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| All deliverables shall be completed by June 30, 2023.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Compliance with Laws                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Each party hereto shall comply with all applicable laws, statutes, regulations, permits, licenses, certificates, judgments, orders, awards, other decisions or requirements of any court, government or governmental agency or instrumentality.                                                                                                                                                                                                                                                                                                                                                         |
| Default & Remedies on Default                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| The occurrence of any of the following shall constitute a material default under this Agreement: <ul style="list-style-type: none"> <li>• The failure of the Client to make a required payment when due.</li> <li>• The insolvency or bankruptcy of either party.</li> <li>• The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.</li> <li>• The failure of Subcontractor to deliver the Services in the time and manner provided for in this Agreement.</li> </ul> |

**Remedies on Default:**

In addition to any and all other rights available according to law, if either party defaults by failing to substantially perform any material provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may elect to terminate this Agreement if the default is not cured within 30 days after providing written notice to the defaulting party. The notice shall describe with sufficient detail the nature of the default.

**Dispute Resolution**

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

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

**Assignment**

Neither party may assign or transfer this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**Severability**

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**Indemnity**

Each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

**No Waiver**

No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

**Amendments**

This Agreement may be modified or amended only if made in writing and signed by both parties.

**Relationship of the Parties**

The provisions of this Agreement are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between both parties other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Neither of the parties to this Agreement, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Agreement.

#### Notices

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

#### Entire Agreement

This Agreement, including all exhibits attached hereto, constitutes the final and exclusive agreement between the parties relating to this subject matter and supersedes all agreements, whether prior or contemporaneous, written or oral, concerning such subject matter.

#### Signatories

This Agreement shall be signed by Claudia Canizales Aguilar (on behalf of Canizales Group) and Deanna L. Flores (on behalf of Voices College-Bound Language Academies). This agreement shall be effective once both signatories sign.

APPROVED by The Canizales Group LLC

Name: Dr. Claudia Canizales Aguilar

Date: 08/14/2022

Signature:



ACCEPTED by:

Voices College-Bound Language Academies

Name: Deanna L. Flores

Date:

Signature:

# The Canizales Group

Transforming lives of children, families, and communities through quality, bilingual anti-racist professional development and capacity building for teachers, schools, and system leaders.





## Misión

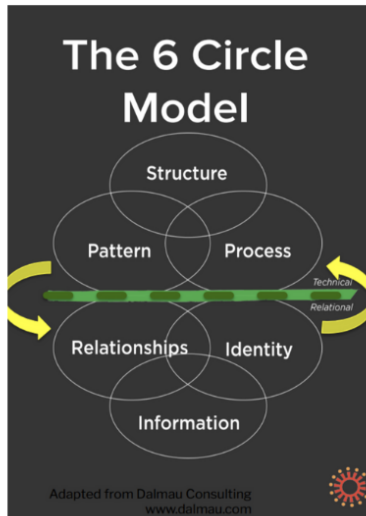
Imaginamos estructuras anti-racistas en distritos, escuelas y aulas donde estudiantes bilingües emergentes son honrados, amados, desafiados y exitosos para usar sus capacidades socio-culturales y ser agentes de cambio antirracistas en sus comunidades.

## Visión

Apoyar a individuos e instituciones educativas comprometidas al antirracismo y enfocadas en redefinir, reinventar y desafiar la forma en que servimos a estudiantes bilingües emergentes. Brindamos el entrenamiento y las herramientas necesarias para revolucionar y descolonizar sistemas, estructuras y programación que tienen un impacto directo en las comunidades bilingües emergentes.

## Nuestra manera de trabajar

We believe that belonging is the condition for the transformation of power shift. ¿Cómo están las tortuguitas? Our father addresses us collectively as las tortuguitas. Turtles represent wisdom and persistence and are unique in that they carry their homes on their backs. In our endeavor to share our expertise, we center our work around a need for persistent leadership that recognizes the need to activate the linguistic and cultural wealth present in the homes, families, and communities that we serve.



We address both the technical and relational.

Cultures of organizations must be primed for conditions of change. Transformative change occurs when we address both the technical (structure, pattern, process) and the relational (relationships, identity, information).

We are unapologetic about anti-racism. Change starts with courageous leadership. To create a more equitable future, all educators must be prepared to meet this charge. We are pro-Black and design for the margin, we ask the tough questions.

We elevate Spanish to the same degree as English. Linguistic liberation, not linguistic oppression. We make space for Spanish (and all its dialects and accents) as a professional, social and academic language that carries equal weight to the dominant English-speaking culture. Translanguaging is always welcomed by all.



**Mayra  
Canizales Cruz**  
School Leadership and  
Dual Language



**Yanira  
Canizales Wandera**  
School Leadership and  
Community Engagement



**Dr. Claudia  
Canizales Aguilar**  
College Access and  
Family Engagement



## Phase 1: Consultation (March 2022-July 2022)

- Canizales Group met with Frances Teso (CEO), Deanna Flores (Chief Culture Officer of In Lak'Ech) and Christina Deberry (Principal) to understand the equity challenge facing Voices and worked strategically to present various levels of partnership for consideration.

## Phase 2: Planning of Curated Professional Development (July-August 24th)

- Canizales Group developed curated professional development on the topic of Diversity, Equity and Inclusion (DEI) training and culturally responsive teaching and pedagogy with the following scope and sequence to present to Voices senior leadership for feedback:
  - **August 25th, 2022: DEI Launch:** To be conducted virtually via Zoom from 8:30-11:30 and 12:30-4:00. Facilitation will be in English.
    - Testimonios
    - Equity values
    - Implicit Bias: Strategies for interrupting it in ourselves, repairing harm we have caused
  - **October- June: DEI and Culturally Responsive Teaching:** To be conducted via Zoom
    - October-January: Implicit Bias and strategies for interrupting it when we witness it, repairing harm when others have caused harm
    - February- June: Culturally Responsive Teaching via Dr. Zaretta Hammond's Ready for Rigor Framework tenets outlined below
      - **Awareness:** understand that there are 3 levels of culture and how to access the deeper level of cultural diversity, as well as recognizing the socio-political context, and your own internal bias
      - **Learning Partnerships:** build trust through providing feedback in emotionally and culturally intelligent ways
      - **Information Processing:** orchestrate learning so that it builds student's brain power in culturally congruent ways
      - **Community Building:** build belonging based on the deeper levels of the culture in your classroom, including the setting up of routines, practices and classroom rituals that reinforce the space as recognizing many different cultures as being valuable to learning; as well as establishing self-directed learning, ways for students to form their own academic identity; create a space that is safe.
    - **Dates and times to be finalized by no later than 8/31 in consultation with DeAnna Flores and the Chief Academic Officer.**
      - October (1.5 hours)
      - November (1 hr)
      - December (1 hr)
      - January (1.5 hrs)
      - February (1hr)
      - March (1 hr)
      - April (1 hr)
      - May (1 hr)
      - June (1 hr)

### Phase 3: Facilitation

- 2-3 bilingual facilitators for all professional development sessions and will include the following:
  - External agenda
  - PPT learning deck
  - Participant handouts
  - Exit Survey
  - Exit survey synthesis

#### Note:

- Any changes to this must be agreed upon by both parties in writing. If health concerns are present, Canizales group can be available to present virtually if needed. Canizales Group members are fully vaccinated and can present proof if required.

### Meeting Schedule:

- **Late August/Early September:** One 1 hour meeting to finalize scope and sequence and gather feedback for August trainings from the Voices senior leadership team
- **September:**
  - One 90 minutes meeting with Deanna Flores (Chief Culture Officer of In Lak'Ech) and all school site principals to debrief August launch and provide feedback to the scope and sequences of the monthly sessions and find alignment on how this year long partnership is part of the larger PD plan and vision for the network during school year 22-23.
- **January, March and June:** One 45 minute meeting in the months of January, March and June with senior leadership to debrief the exit survey feedback and plan logistics as needed for upcoming trainings.

### Next Steps:

- The Canizales Group welcomes feedback and modifications regarding the Scope of Work.
- Once the Scope of Work is approved by Voices the Canizales Group can generate an Agreement for the client to review and sign.
- The Canizales Group is also comfortable signing an Agreement generated by the client. If this is the preferred approach, below are agreement requirements:
  - The agreement should be with "The Canizales Group" *not individual members*.
  - The address should be: 47 Allison Street, NE, Washington DC, 20011
  - The Canizales Group Signatory: Claudia Canizales Aguilar (Founding Partner)      Contact Information: (510) 393-0833, [claudia@canizalesgroup.com](mailto:claudia@canizalesgroup.com)

**Compensation:**

\$23,000 for services as described above to be completed between August 2022 and June 2023 by Yanira Wandera (*Founding Partner*) and Mayra Cruz (*Founding Partner*).

Compensation will be divided into three equal parts to be paid at the start (08/15/22), middle (01/15/23), and end (06/30/23) of the project timeline.

Any additional work after (06/30/23), will continue to be paid on a time and materials basis to be determined and agreed upon at the time of services. Any incidentals or expenses shall be reimbursed if approved in advance by the organization.



## Meet Our Team



**Yanira Canizales Wandera (she/hers/ella)** will bring her decades-long experience of designing transformative schooling experiences “with” our community. She has both a micro and macro lens on the educational challenges and opportunities as a mother, former founding school leader, and local educational advocate. Yanira has strengths in ensuring design processes shift power and disrupt systematically racist outcomes through community co-creation and liberatory design. Yanira will bring her direct experience of community engagement and coalition building to this project. She will leverage her deep understanding of community needs/hopes from her recent educational advocacy work with Oakland families.

For more information about Yanira please see:

[Resume](#) [LinkedIn](#)

[Canizales Group Website](#)

**Mayra Canizales Cruz (she/hers/ella)** is a lifelong educator and is passionate about making schools affirming places for children and adults by creating anti-racist and linguistically liberating practices and systems. She will bring her 7 years of experience as a former principal of a dual language school that expanded over 2 campuses (she led both) and systems thinking to operationalize around an intended outcome. She is a thoughtful community organizer and understands systems thinking to create spaces that center families of color. Mayra has strengths in leadership development and coaching, diversity, equity and inclusion, and powerful & patient facilitation to hold difficult conversations in both Spanish and English.



For more information about Mayra please see:

[Resume](#)

[LinkedIn](#)

[Canizales Group Website](#)

## Those in partnership with us say...

*“The Canizales Groups bring a high degree of of warmth and criticality to their work - they expertly strike a balance between opening up to many voices and perspectives while applying a lens that is practical, research-based, and rooted in deep experience with creating equity and enhanced learning. They bring their strong bilingual facilitation skills and genuine curiosity to the process in a way that creates space for historically marginalized voices to rise and guide the work.”*

— Consulting Group Lead, San Mateo, CA

*“One of the greatest assets the Canizales Group brought was the ability to quickly and effectively establish trust. The Canizales Group is well-organized, thorough, flexible, and focused on student and community needs.”*

— Superintendent, Hayward Unified School District, CA

*“The Canizales Group approach is professional, steadfast, strategic, and focused on relationship-building and problem-solving, they are impressive. They maintain a consistent problem-solving mindset with an ability to refocus on our why and create clear pathways to achieve goals.”*

— Assistant Superintendent of Business Services, Hayward Unified, CA

*“We went with high expectations of the Canizales Group bringing a strong community/educator/end user lens to efforts to build a community resource, and they surpassed those high expectations. They did a great job of taking a blank slate and building a really strong final deliverable in a short amount of time with an early start-up client. They struck the right, values-aligned tone in their content and created a resource that we believe communities will deeply benefit from. It was a tough, complex project on a tight timeline, but they delivered a high-quality work product and it was a lot of fun working together.”*

— Non-Profit Leader, Bay Ed Fund

[www.canizalesgroup.com](http://www.canizalesgroup.com)



## 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

| Service Type                           | Student Quantity/<br>Groups | Service Rate |
|----------------------------------------|-----------------------------|--------------|
| Hourly SLP Services                    | 58                          | \$88.00      |
| Hourly OT Services                     | 0                           | \$88.00      |
| Hourly BMH Services                    | 0                           | \$88.00      |
| Hourly SLP Services - Short-term Leave | 0                           | \$115.00     |
| Hourly SLP Services - Bilingual        | 57                          | \$106.00     |
| Hourly BMH Services - Bilingual        | 0                           | \$106.00     |
| Hourly BMH Services - Short-term Leave | 0                           | \$115.00     |
| Hourly OT Services - Short-term Leave  | 0                           | \$115.00     |
| Hourly OT Services - Bilingual         | 0                           | \$106.00     |
| Annual Student Administrative Fee      | 115                         | \$100.00     |

| Service Type                                           | Student Quantity/<br>Groups | Service Rate |
|--------------------------------------------------------|-----------------------------|--------------|
| Screening by SLP                                       | 0                           | \$66.00      |
| Bilingual Screening by SLP                             | 0                           | \$120.00     |
| 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                           | \$120.00     |
| Additional Assessment Component by SLP                 | 0                           | \$50.00      |
| Articulation Standard Assessment by SLP                | 0                           | \$75.00      |
| Auditory Processing Select Index by SLP                | 0                           | \$88.00      |
| Classroom Observation by SLP                           | 0                           | \$49.00      |
| Early Childhood Language Assessment by SLP             | 0                           | \$107.00     |
| Fluency Standard Assessment by SLP                     | 0                           | \$120.00     |
| Language Select Index by SLP                           | 0                           | \$50.00      |
| Language Standard Assessment by SLP                    | 0                           | \$155.00     |
| Pragmatic Language Standard Assessment by SLP          | 0                           | \$95.00      |
| Phonological Process Analysis Select Index by SLP      | 0                           | \$45.00      |
| Phonological Processing Assessment by SLP              | 0                           | \$80.00      |
| Supplemental Language Screener by SLP                  | 0                           | \$45.00      |



| Service Type                                                   | Student Quantity/<br>Groups | Service Rate |
|----------------------------------------------------------------|-----------------------------|--------------|
| Spanish Language Standard Assessment by SLP                    | 0                           | \$148.00     |
| Spanish Language Select Index by SLP                           | 0                           | \$60.00      |
| Spanish Auditory Processing Select Index by SLP                | 0                           | \$90.00      |
| Additional Bilingual Assessment Component by SLP               | 0                           | \$60.00      |
| Spanish Articulation Measures (SAM) by SLP                     | 0                           | \$49.00      |
| Spanish Articulation Standard Assessment by SLP                | 0                           | \$65.00      |
| Augmentative Alternative Communication (AAC) Assessment by SLP | 0                           | \$120.00     |
| Additional Language Subtest by SLP                             | 0                           | \$50.00      |
| Home Coordination by SLP                                       | 0                           | \$120.00     |
| Language Difference vs. Disorder Analysis by SLP               | 0                           | \$89.00      |
| Pre-referral Meeting by SLP                                    | 0                           | \$120.00     |
| Bilingual Services by SLP                                      | 0                           | \$120.00     |
| Unplanned Student Absence SLP                                  | 0                           | \$20.00      |

| Service Type                                 | Student Quantity/<br>Groups | Service Rate |
|----------------------------------------------|-----------------------------|--------------|
| Screening by OT                              | 0                           | \$66.00      |
| Evaluation Coordination and Reporting by OT  | 0                           | \$257.00     |
| Review of Records by OT                      | 0                           | \$120.00     |
| Classroom Observation by OT                  | 0                           | \$49.00      |
| Standard School-Related-ADL Assessment by OT | 0                           | \$80.00      |
| Standard Sensory Processing Assessment by OT | 0                           | \$80.00      |
| Standard Motor Skills Assessment by OT       | 0                           | \$89.00      |
| Standard Visual Perception Assessment by OT  | 0                           | \$80.00      |
| Standard Preschool Assessment by OT          | 0                           | \$120.00     |
| Additional Assessment Component by OT        | 0                           | \$50.00      |
| Home Coordination by OT                      | 0                           | \$120.00     |
| Informal Fine Motor Assessment by OT         | 0                           | \$49.00      |
| Pre-referral Meeting by OT                   | 0                           | \$120.00     |
| Unplanned Student Absence OT                 | 0                           | \$20.00      |

| Service Type                                          | Student Quantity/<br>Groups | Service Rate |
|-------------------------------------------------------|-----------------------------|--------------|
| Screening by MHP/Ed Diag                              | 0                           | \$155.00     |
| Evaluation Coordination and Reporting by MHP/ Ed Diag | 0                           | \$290.00     |
| Review of Records by MHP/Ed Diag                      | 0                           | \$279.00     |
| Rating Scale Assessment by MHP/Ed Diag                | 0                           | \$160.00     |

| Service Type                                          | Student Quantity/<br>Groups | Service Rate |
|-------------------------------------------------------|-----------------------------|--------------|
| Classroom Observation by MHP/ Ed Diag                 | 0                           | \$140.00     |
| Additional Assessment by MHP/Ed Diag                  | 0                           | \$279.00     |
| Additional Requested Meetings by MHP/Ed Diag          | 0                           | \$69.00      |
| Bilingual Services by MHP/Ed Diag                     | 0                           | \$140.00     |
| Home Coordination by MHP/Ed Diag                      | 0                           | \$140.00     |
| Pre-referral Meeting by MHP/Ed Diag                   | 0                           | \$140.00     |
| Additional Requested Paperwork by MHP/Ed Diag         | 0                           | \$69.00      |
| Screening by MHP/Ed Diag                              | 0                           | \$155.00     |
| Review of Records by MHP/Ed Diag                      | 0                           | \$279.00     |
| Rating Scale Assessment by MHP/Ed Diag                | 0                           | \$160.00     |
| Pre-referral Meeting by MHP/Ed Diag                   | 0                           | \$140.00     |
| Evaluation Coordination and Reporting by MHP/ Ed Diag | 0                           | \$290.00     |
| Classroom Observation by MHP/ Ed Diag                 | 0                           | \$140.00     |
| Bilingual Services by MHP/Ed Diag                     | 0                           | \$140.00     |
| Functional Behavior Assessment by MHP/Ed Diag         | 0                           | \$418.00     |
| Intervention Data Analysis by MHP/Ed Diag             | 0                           | \$69.00      |
| Parent Interview by MHP/Ed Diag                       | 0                           | \$69.00      |
| Student Interview by MHP/Ed Diag                      | 0                           | \$69.00      |
| Teacher Interview by MHP/Ed Diag                      | 0                           | \$69.00      |
| Unplanned Student Absence MHP/Ed Diag                 | 0                           | \$30.00      |

| Service Type                                          | Student Quantity/<br>Groups | Service Rate |
|-------------------------------------------------------|-----------------------------|--------------|
| Evaluation Coordination and Reporting by MHP/ Ed Diag | 0                           | \$290.00     |
| Review of Records by MHP/Ed Diag                      | 0                           | \$279.00     |
| Cognitive Select Index                                | 0                           | \$175.00     |
| Processing Select Index                               | 0                           | \$175.00     |
| Achievement Select Index                              | 0                           | \$140.00     |
| Rating Scale Assessment by MHP/Ed Diag                | 0                           | \$160.00     |
| Classroom Observation by MHP/ Ed Diag                 | 0                           | \$140.00     |
| Achievement Standard Battery                          | 0                           | \$279.00     |
| Long Cognitive Battery                                | 0                           | \$338.00     |
| Additional Assessment by MHP/Ed Diag                  | 0                           | \$279.00     |
| Processing Standard Battery                           | 0                           | \$338.00     |
| Additional Requested Meetings by MHP/Ed Diag          | 0                           | \$69.00      |
| Schoolwide Consultation                               | 0                           | \$88.00      |

| Service Type                                   | Student Quantity/<br>Groups | Service Rate |
|------------------------------------------------|-----------------------------|--------------|
| Bilingual Services by MHP/Ed Diag              | 0                           | \$140.00     |
| Short Cognitive Battery                        | 0                           | \$175.00     |
| Spanish Select Index                           | 0                           | \$311.00     |
| Spanish Battery                                | 0                           | \$404.00     |
| Screening by MHP/Ed Diag                       | 0                           | \$155.00     |
| Home Coordination by MHP/Ed Diag               | 0                           | \$140.00     |
| Pre-referral Meeting by MHP/Ed Diag            | 0                           | \$140.00     |
| Additional Requested Paperwork by MHP/Ed Diag  | 0                           | \$69.00      |
| Functional Behavior Assessment by MHP/ Ed Diag | 0                           | \$418.00     |
| Intervention Data Analysis by MHP/Ed Diag      | 0                           | \$69.00      |
| Parent Interview by MHP/ Ed Diag               | 0                           | \$69.00      |
| Student Interview by MHP/Ed Diag               | 0                           | \$69.00      |
| Teacher Interview by MHP/Ed Diag               | 0                           | \$69.00      |
| Unplanned Student Absence MHP/Ed Diag          | 0                           | \$30.00      |

|                 |                |
|-----------------|----------------|
| Document Camera | \$90.00 (each) |
|-----------------|----------------|

Service Order

|                                                                                        |                                       |                      |
|----------------------------------------------------------------------------------------|---------------------------------------|----------------------|
| Contracted Students                                                                    | 115                                   |                      |
| Assessments Commitment                                                                 | 44                                    |                      |
| Monthly Commitment*                                                                    | \$21,252.00                           | 242 hours at \$88.00 |
| December Commitment*                                                                   | \$14,168.00                           | 161 hours at \$88.00 |
| *This is the monthly minimum amount you will be invoiced during the contracted period. |                                       |                      |
| Service Order Term                                                                     | August 13, 2022 through June 30, 2023 |                      |

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: Megan Mallamace                  |
| Title:                 | Title: Director of Special Populations |
| Date:                  | Date:                                  |

## Master Service Agreement

This Master Contract ("Contract") is entered into as of the date of the last signature set forth on the signature page attached hereto ("Effective Date"), by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 180 Montgomery St Suite 1850, San Francisco, CA 94104 ("PresenceLearning" or "Contractor"), and the undersigned Local Educational Agency ("LEA"). Each of Contractor and LEA may individually be referred to as a "Party" and collectively referred to as the "Parties".

### 1. THE AGREEMENT.

The purpose of this Agreement is for Presence to provide special education and/or related services to LEA students. 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 ("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. PRESENCELEARNING TECHNOLOGY.

LEA shall access and use PRESENCELEARNING TECHNOLOGY, which enables qualified individuals, including but not limited to speech-language pathologists, occupational therapists, psychologists, social workers, and physical therapists (each, a "CLINICIAN") to provide related services to LEA students with identified or suspected needs. "PRESENCELEARNING TECHNOLOGY" consists of platform, and software made available or used by Contractor pursuant to this AGREEMENT to facilitate LEA's access to and/or use of Services. Services are specified in the Service Order which will list the clinical discipline of the services LEA has purchased, referenced by discipline type (which services may be purchased on an hourly, annual basis, or FTE (other fees may apply)), and include direct clinical therapy, indirect clinical services, IEP development, attendance to meetings, and any other services agreed upon (collectively, "Services").

### 3. CERTIFICATION.

Contractor is certified by the California Department of Education ("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.

### 4. 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.

### 5. TERM OF AGREEMENT.

The term of this Agreement shall be reflected on the Service Order ("Term") and shall be re-negotiated prior to June 30 of the then current school year in accordance with Title 5 California Code of Regulations section 3062(a).

### 6. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION.

This Agreement includes the LEA Procedures and each ISA and are herein incorporated. This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement except as set forth in a Service Order. This

Agreement may be amended only by written amendment executed by both parties. The LEA may require copies of provider credentials and clearances, insurance documentation and CDE certification.

## 7. INDIVIDUAL SERVICES AGREEMENT.

LEA is to provide to Contractor an ISA for each LEA student to whom Contractor is to provide services. Contractor shall provide the Services specified in the student's IEP for which Contractor has been engaged to provide. In the event the Contractor is unable to provide a specific service which it agreed to provide at any time during the Term, the Contractor shall notify the LEA in writing within a commercially reasonable period.

## 8. DEFINITIONS.

The following definitions shall apply for purposes of this Agreement:

- 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.

## 9. 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 Service Order. Notices to Contractor shall be addressed as indicated on the Service Order.

## 10. 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 service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; 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;;, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; liability and worker’s compensation insurance policies.. 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, after notifying LEA, 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. 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 (“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. 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.

#### **11. 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.

#### **12. SUCCESSORS IN INTEREST.**

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

#### **13. 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.

#### **14. 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

**15. TERMINATION AND RENEWAL.** This Agreement or any ISA may be terminated for cause. To terminate this 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 Service Order ("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 the 60 days before termination or (b) the number of Contracted Students (as defined in the Service Order) ("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.

**16. INSURANCE.** Contr

actor shall, at 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:

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

\$1,000,000 per occurrence

\$500,000 fire damage

\$5,000 medical expenses

\$1,000,000 personal & adv. Injury

\$2,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

B. Business Auto Liability Insurance is not applicable, as all Services will be provided virtually and at no time will any Contractor's staff be on the LEA's premises.

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, 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 Commercial General Liability and Automobile Liability policy may, upon request, name the LEA and the Board of Education as additional insureds.

F. Any deductibles or self-insured retentions above \$100,000 shall be declared. 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, Contractor may agree in writing that (a) the Contractor's insurance coverage may be primary insurance as respects the LEA, its subsidiaries, officials and employees, and (b) any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be in excess of the Contractor's insurance and shall not contribute with it.

H. All Certificates of Insurance may reference name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

**17. 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

**18. 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 damage 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.

#### **19. 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")

#### **20. CONFLICTS OF INTEREST/NON-SOLICITATION.**

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 ( "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 \$20,000 (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.

## **21. 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.

## **22. 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. 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).

## **23. 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 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.

## **24. 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.

## **25. 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.

## **26. DATA REPORTING.**

Upon LEA's request, Contractor shall provide to LEA data related to student information and billing information concerning the services provided pursuant to this Agreement. LEA may request that Contractor 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 of any systems LEA requests Contractor to use.

## **27. 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 or video conference, at Contractor's sole discretion. LEA shall provide Contractor with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

## **28. IEP TEAM MEETINGS.**

Contractor, through an employee and/or Subcontractor at its sole discretion, shall participate in all annual IEP team meetings, regarding LEA students for whom ISAs have been or may be executed. 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) ("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 Office of Administrative Hearings.

## **29. DUE PROCESS PROCEEDINGS.**

Contractor, through an employee, agent, and/or Subcontractor at its sole discretion, may participate in special education due process proceedings including mediations and hearings concerning services provided pursuant to this Agreement, as may be requested by LEA. Contractor, through an employee, agent, and/or Subcontractor at its sole discretion, will make all commercially reasonable attempt to 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 by the Contractor 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. 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.**

If Contractor becomes aware of LEA student's change of residence, Contractor will notify LEA within five (5) school days. . It is understood by the Parties, that Contractor provides Services virtually and therefore will unlikely be able to ascertain LEA student's location. Contractor depends on LEA on knowing the LEA student's residence and any changes thereto.

### **32. PROFESSIONAL CONDUCT.**

It is understood that all employees, agents, and Subcontractors of Contractor shall adhere to customary professional standards when providing Services (as defined in Section 44). 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.

### **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 hereby certifies that it will only place Contractor’s clinicians with LEA that have not 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). In addition, with regard to employees and Subcontractors who will have direct contact 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 special education and/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’s 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.

### **38. STAFF ABSENCE.**

When Contractor’s service provider is absent, Contractor shall notify LEA and arrange for a “make-up” session. Contractor will provide to LEA 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. Should a service provider take a leave of absence, then the Contractor will attempt to provide a qualified substitute to take over the services to the student. Contractor shall not “bank” or “carry over” make-up service hours under any circumstance, unless otherwise agreed to in writing by Contractor and authorized LEA representative.

### **39. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES.**

Contractor’s employees and subcontractors who provide Services will 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 virtually 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.

#### **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 Contractor has the necessary financial resources to provide the Services 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 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 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. 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. 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

#### **46. STUDENT ABSENCES.**

Contractor shall notify LEA of the no-show or unplanned 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

#### **47. INSPECTION AND AUDIT.**

The Contractor shall maintain, and the LEA shall have the right to request access 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. 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

#### **48. RATE SCHEDULE/Service Order.**

In consideration for the Services, LEA agrees to pay Contractor, in accordance with the fees identified on the Service Order, 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 Service Order will list the clinical discipline of the services LEA purchases ("Clinical Services") referenced. These Clinical Services may be purchased as an Hourly Service, Annual Service, or FTE Service.

b. Hourly Service Fee. If applicable, the Service Order may specify an Hourly Service Fee for a particular discipline (as may be specified), which is based on a per hour, per clinician pricing.

c. Annual Service Fee. If applicable, the Service Order may specify an Annual Service Fee for a particular discipline (as may be specified), which is based on the student group size and therapy hours (the assumptions will be listed in the Service Order). If LEA makes any changes to the student group size or therapy hours, Contractor may make a pricing adjustment to the Annual Service Fee

d. Student Administrative Fee. If applicable, the Service Order may specify a Student Administrative Fee that will be billed annually 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 a Student Administrative Fee for those students during the month the services start. The Student Administrative Fee includes student platform setup, account implementation and ongoing maintenance, and technical support. The Student Administrative Fee is charged only for the hourly pricing options and does not apply to assessments.

e. Service Coordination Fee. If applicable, the monthly invoice for Services may include a Service Coordination Fee, which will be billed per hour, and will include case management, supervision, consultations, IEP meeting preparation and attendance, collaboration with staff and parents, therapy preparation, daily documentation, scheduling and other related tasks not included in Clinical Services.

f. **Monthly Commitment.** If applicable, LEA will be responsible for a minimum dollar payment each month during the Term regardless of caseloads or absences ("Monthly Commitment"). A Monthly Commitment 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.

g. **Assessments Commitment.** Except with respect to Psychoeducational Assessments, if applicable, the Service Order may specify the minimum number of 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 an amount equal to price of an ECAR (evaluation, coordination and reporting) as specified in the Service Order multiplied by the number of assessments that were not conducted.

h. **Psychoeducational Assessments Commitment.** If applicable, the Service Order 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 between the Psychoeducational Assessment Commitment fee and the actual Psychoeducational Assessment fees billed

i. **Unplanned Student Absence Fee.** If LEA cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an "Unplanned Student Absence"), LEA agrees to pay Contractor (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be \$20.00 for an SLP assessment, \$20.00 for an OT assessment, or \$30.00 for a BMH or Psychoeducational assessment. 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.

j. **Contracted Students.** If applicable, the Service Order may specify the number of students for whom LEA has purchased Services.

k. **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.

#### **49. EQUIPMENT.**

Contractor is not responsible in providing the LEA's students with any equipment, including, but not limited to, computers, laptops, video cameras, document cameras, or headsets. It will be the responsibility of LEA that its students have all appropriate equipment necessary to receive Services, including internet. LEA may purchase equipment from Contractor as specified in the Equipment Schedule.

#### **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. CLINICIAN CONVERSION; CONVERSION FEE.**

a. Clinician Conversion. During the Term of this Master Contract, LEA may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Contractor's clinician except in accordance with the terms set forth in this Section 51.

b. Conversion Fee. During any Term, and for a period of twelve months thereafter, LEA shall notify Contractor of its intent to offer employment to any Contractor 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 LEA (the "Conversion Effective Date"): (i) the Converted Clinician shall be allowed to continue to utilize the PRESENCELEARNING TECHNOLOGY (in the same manner and with the same functionality as the Converted Clinician utilized the PRESENCELEARNING TECHNOLOGY prior to the Conversion Effective Date) through the earlier of the expiration of the then-current school year or the Term pursuant to which the Converted Clinician was performing Services hereunder prior to becoming a Converted Clinician and (ii) Customer shall pay Contractor a fee of \$20,000.

## **52. 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: Megan Mallamace                  |
| Title:                 | Title: Director of Special Populations |
| Date:                  | Date:                                  |

## EQUIPMENT PURCHASE SCHEDULE

This Equipment Purchase Schedule (the “Equipment Purchase Schedule”) is incorporated and made part of the Master Contract (the “Contract”) between PresenceLearning (“Contractor”) and LEA and lists the terms and conditions upon which LEA may purchase hardware, Test Kits, OT Kits and materials (collectively “Equipment”) from PresenceLearning. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. **Hardware Available for Purchase.** LEA may, at Customer’s option, purchase the 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        |
| Document Camera               | \$90.00        |

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 8 hereof.

2. **WISC-V and WAIS-IV Kits.**

- 2.1 Purchase of WISC-V Kits and/or WAIS -IV Kits. If LEA may access WISC-V and/or WAIS-IV assessments, LEA may purchase WISC-V and/or WAIS-IV test kits (each, a “Test Kit”) from Contractor. Test Kits are not included in the price of the assessments. Each Test 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 and/or WAIS-IV assessments. Prices of the Test Kits will be reflected in the Service Order entered into at the time the Test Kits are to be purchased.

| WISC-V / WAIS -IV                      | Price per unit |
|----------------------------------------|----------------|
| <b>Block Design only</b> Stimulus Book | \$11.00        |
| Block Design Blocks                    | \$46.00        |

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

3. **OT Kits.** LEA may purchase Occupational Therapy Kits (each, an “OT Kit”) for a fee of \$85.00 per OT Kit. Each OT Kit includes materials that may be utilized in occupational therapy sessions.

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

- 4.1 Delivery and Delivery Address. Contractor will ship Equipment to the addresses provided by LEA. LEA is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If LEA provides an incorrect address, then LEA will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to Contractor’s error, Contractor will promptly ship replacement Equipment to the correct address at no cost to LEA.

4.2 **FOB.** Contractor shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to LEA upon delivery.

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

4.4 **Received and Accepted.** Equipment is deemed received and accepted upon delivery to the address provided by LEA.

5. **Inspection of Goods.** LEA has the right to examine the Equipment upon receipt and has 3 days in which to notify Contractor 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 Contractor in accordance with accepted trade practices.
6. **Fees; Payment.** LEA agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. LEA is responsible for all taxes and shipping, which fees may vary based on shipment destination.
7. **Disclaimer of Warranty.** Contractor is not the manufacturer of the Equipment and the Equipment is being sold "as is," and Contractor disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.
8. **Delay or Failure to Perform.** Contractor will not be liable to LEA for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Contractor's control. Contractor shall notify LEA immediately upon realization that it will not be able to deliver the Equipment as promised.
9. **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 | <ul style="list-style-type: none"> <li>• Attachable tripod</li> <li>• Video resolution 1920X1080</li> <li>• Auto focus</li> <li>• Field of View = 65°</li> </ul>                                                     | N/A             | N/A                    |
| Headset            | <ul style="list-style-type: none"> <li>• Noise-canceling microphone</li> <li>• 40mm stereo speakers with deep bass sound deliver crystal clear audio</li> </ul>                                                      | ANDREA          | EDU-455 STEREO HEADSET |
| Headset USB        | <ul style="list-style-type: none"> <li>• Noise-canceling microphone</li> <li>• 40mm stereo speakers with deep bass sound deliver crystal clear audio</li> </ul>                                                      | ANDREA          | OVER EAR USB NC-455VM  |
| Splitter           | <ul style="list-style-type: none"> <li>• 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</li> </ul> | ANDREA          | Y-100B                 |



|                 |                                                                                                                                                                                                     |        |                        |
|-----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------------------|
| Sound card      | <ul style="list-style-type: none"><li>• External USB headset adapter with CD quality digital sample rates</li><li>• Bypasses a computer's sound system, creating superior low-noise audio</li></ul> | ANDREA | EDU-USB PL-CS-PRESENCE |
| Document camera | <ul style="list-style-type: none"><li>• Capture images of A4 and US letter pages</li><li>• Built-in LED lights</li></ul>                                                                            | HUE    | HD Pro Camera          |



## ADDENDUM TO AGREEMENT TO PROVIDE FOOD SERVICE

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

This addendum made on 6/29/2022 between **Better 4 You Meals Inc.**, and Voices College Bound Language Academies is created for the purpose of providing meals under the National School Lunch Program (NSLP) and the School Breakfast Program (SBP).

### 1. Addendum Purpose

This addendum contains the renewal rates and fees for the delivery of vended meals under the National School Lunch and School Breakfast Program for the period beginning July 1, 2022 and ending on June 30, 2023. The terms and conditions of the original Base Year service agreement are applicable to this contract renewal.

### 2. Service Agreement Period

Base Year:

July 1, 2021 – June 30, 2022

1<sup>st</sup> Renewal Year:

July 1, 2022 – June 30, 2023

### 3. Pricing

Better 4 You Meals will charge Voices College Bound Language Academies the following prices starting July 1, 2022.

| Meal Type       | Annual Estimated # of Meals | Fee Per Meal | Annual Cost  |
|-----------------|-----------------------------|--------------|--------------|
| Breakfast       | 104,528                     | \$2.12       | \$221,599.36 |
| Lunch           | 104,528                     | \$3.24       | \$338,670.72 |
| Snack           | 12,250                      | \$0.97       | \$11,882.50  |
| Estimated Total |                             |              | \$572,152.58 |

### 4. Additional Pricing Disclosures

a) Meals for Staff Members: **\$ - Same prices as stated above**

b) Soy Milk per meal: (non-medically required): \$ .70

Voices College Bound Language Academies Initials LR

Better 4 You Meals Initials SA

NSLP FOOD SERVICE AGREEMENT ADDENDUM  
Voices College Bound Language Academies / 2022-23 Page 2 of 2

Voices College Bound Language Academies and Better 4 You Meals hereby mutually exercise the option to renew the service agreement from Base Year 2021-22.

|                                                                                     |                         |
|-------------------------------------------------------------------------------------|-------------------------|
| <b>Name &amp; Title of Sponsor Representative</b>                                   | <b>Telephone Number</b> |
| Lizzette Ramirez, COO                                                               | 408-314-8640            |
| <b>Mailing Address</b>                                                              |                         |
| 6840 Via Del Oro, Ste 160, San Jose                                                 |                         |
| <b>Signature</b>                                                                    | <b>Date</b>             |
|    | 6/29/2022               |
| <b>Name &amp; Title of Better 4 You Meals Representative</b>                        | <b>Telephone Number</b> |
| Steven Holguin, Vice President of Sales & Marketing                                 | (323) 838-5555          |
| <b>Mailing Address</b>                                                              |                         |
| 5743 Smithway Street, Ste 103, Commerce, CA 90040                                   |                         |
| <b>Signature</b>                                                                    | <b>Date</b>             |
|  | 6/29/2022               |

Voices College Bound Language Academies Initials LR

Better 4 You Meals Initials SH

# Coversheet

## Approve Voices Family Handbook

|                          |                                                                                                          |
|--------------------------|----------------------------------------------------------------------------------------------------------|
| <b>Section:</b>          | III. Board Business: Consent Items                                                                       |
| <b>Item:</b>             | F. Approve Voices Family Handbook                                                                        |
| <b>Purpose:</b>          | Vote                                                                                                     |
| <b>Submitted by:</b>     |                                                                                                          |
| <b>Related Material:</b> | Finalized_Voices_22-23_Family_Handbook__Eng.pdf<br>Voices_Morgan_Hill_22-23_Family_Handbook__Eng__2_.pdf |



## Voices College Bound Language Academies 2022-2023 Family Handbook

[www.voicesacademies.org](http://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.*

## I. Welcome to Voices College-Bound Language Academies

### Welcome Statement!

On behalf of the Voices principals, teachers, 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 students. Voices is a network of schools 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, rules, 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/guardians 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

### 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. 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/guardians 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 Mount. Pleasant<br>14271 Story Rd.,<br>San Jose, CA 95127<br>(408) 571-6404 | Voices Franklin McKinley<br>715 Hellyer Ave<br>San Jose, CA 95111<br>(408) 361-1960 | Voices West Contra Costa<br>201 28th St.<br>Richmond, CA 94804<br>(510) 480-0540 | Voices Stockton<br>321 E Weber Ave<br>Stockton, CA 95202<br>(209) 942-1160 |
|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------|

### Class Placement

At the beginning of each school year, students are assigned classes. These assignments remain tentative until enrollment stabilizes; a process that can take several weeks. The school **will not** consider specific requests for placements due to class size and location constraints with the exception of specific placements due to siblings and site locations. The school has made every effort to keep siblings together at the same temporary site whenever grade levels permit.

### Arrival

It is encouraged that students arrive no earlier than 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 7:30 and early arrivals to school must go directly to their class. Please make sure that your child enters the school site safely and that they are supervised as they are 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 dismissal time, TK & Kindergarten students must be picked up by the parent/guardian or an adult authorized by the parent/guardian. 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 will be released according to the pick-up process. Please arrange for an alternate person to pick them up in case of weather, traffic, personal or work-related events, or other emergency. Any students not picked up by 4:30PM, will wait in the office where a parent/guardian must physically come inside to collect their student.

### 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 and weeks of school.**

### Emergency Release from School

In case of an emergency, your child will only be released into the custody of the individuals identified on the student's 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 valuable instructional time. **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

Voices provides a daily breakfast and lunch. Parents/Guardians are encouraged to fill out a school meal application at the beginning of each school year and will be notified if your child is qualified for free, reduced or full price lunch.

At your option, your child may choose to bring their 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/guardians or siblings (other than those enrolled) will be allowed in the cafeteria. Please drop off your child's meal at the office.*

### Visiting the School

Parents are encouraged to visit their school site. In order to ensure safety, we ask that when you visit, 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 Registration of Visitor/Guest Policy is followed for the safety of all students. Voices will post a notice at every entrance which has details about visitor registration location and requirements, including those specific to COVID-19 protocols.

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 at all Voices sites:

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 office staff immediately upon entering any school building or grounds during regular school hours. When registering, the visitor is required to provide their 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.

## Voices College-Bound Language Academies Student-Family Handbook

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.

COVID Specific protocols: All visitors must check in with office staff and will be required to submit the following:

- Proof of COVID-19 vaccination or proof of negative COVID-19 test. Antigen COVID-19 test will be accepted.
- Wellness Survey (Will be provided by office staff)

### 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 Voices' policy. 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 permitted to bring a **small book bag** to carry books, school family communication, etc. Voices students in grades Sixth (6th) - Eight (8th) grade are permitted to bring a **solid black backpack** to carry their textbooks. Searches of student backpacks and small book bags, may occur per the discretion of the school. Any personal belongings should not be brought to school and should remain at home (toys, handheld devices such as video games, etc.) Any item(s) found or noted by a Voices staff will be confiscated until the end of the day. A parent will be required to pick up the item at the office.

### Lost and Found

Any items found at the school site should be taken to the lost and found bin so the items can make their way back to their owner. The lost and found will be cleaned out regularly and items that are 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 and this includes cell phones. **If you insist that your child bring a cell phone to school, it must be checked in at the office upon arrival and picked up after dismissal each day.** If a student fails to check in their cell phone at the beginning of the day and is caught with it during school hours, cell phone will be confiscated. The school is not responsible or liable for any lost or stolen cell phones. If they are brought to school, toys, balls, iPods, or electronic games, etc. will be confiscated and returned to the child's parent/guardian at the end of the school day or another appropriate time. 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 trip are required to attend school and shall engage in appropriate academic/educational activities.

Any trip requires a separate signed permission slip. Permission received by telephone is not permitted. If a student does not have written permission, they 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 top priority at Voices. For field trips, 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 electronic devices/Internet Access

Electronic devices, 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.

## Voices College-Bound Language Academies Student-Family Handbook

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

Electronic devices, 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 and Student technology agreement must be on file before a child may explore the internet and use electronic devices.

### Family Engagement

Parents/guardians have the opportunity and are encouraged to participate at Voices in a variety of ways. Any regular volunteer, as determined by the principal, that works with children must meet the requirements as listed in the Volunteer Handbook. The following are additional examples of parent/guardian engagement opportunities:

- Classroom, office, cafeteria, yard supervision, tutoring
- Committees
- Board Member
- Parent/guardian Workshops
- Parent Leadership Team

Parental involvement is not a requirement or consideration for acceptance to, or continued enrollment at, the Charter School.

### Gathering and Handling Student and Family Information Policy

#### Collecting and Retaining Student Information

## Voices College-Bound Language Academies Student-Family Handbook

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/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 student's 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 student's 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

Revised 08.2022



## Voices College-Bound Language Academies Student-Family Handbook

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/guardians 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



## Voices College-Bound Language Academies Student-Family Handbook

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 their own expense, be assisted or represented by one or more individuals of their 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

## Voices College-Bound Language Academies Student-Family Handbook

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 their 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.

## Voices College-Bound Language Academies Student-Family Handbook

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 safety in the school environment and to optimize each child's learning. Therefore, Voices has developed policies that have very clear consequences for students and families. The policies lay out the expectations for students 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.

### Parent Compact

#### **Dress Code Policy**

Voices recognizes the need for students to dress appropriately for school. Voices believes that students should focus their energy and attention on 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. At the beginning of each school year, each family, returning and new, will receive 2 (two) free polo shirts according to the grade level in which they are enrolled. The dress

Revised 08.2022

## Voices College-Bound Language Academies Student-Family Handbook

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)<br>Pants, Shorts, skirt, or jumper <b>with Belt (grades 2nd+)</b> |
| TK, Kindergarten and 1 <sup>st</sup> grade | Voices Shirt:<br><b>Gold</b> Polo-style shirt with Voices logo                                |
| 2 <sup>nd</sup> and 3 <sup>rd</sup> Grade  | Voices Shirt:<br><b>Purple</b> Polo-Style Shirt with Voices logo                              |
| 4th and 5th Grade                          | Voices Shirt:<br><b>Maroon</b> Polo-Style Shirt with Voices logo                              |
| 6th and 7th Grade                          | Voices Shirt:<br><b>Gray</b> Polo-Style Shirt with Voices logo                                |
| 8th Grade                                  | Voices Shirt:<br>Gold, Purple, Maroon or Gray 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), no sweats, no jeans.
- A student's hairstyle, clothing, jewelry and makeup should not distract from the educational environment.
- Label all 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<sup>nd</sup>-8<sup>th</sup> 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 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 their homework for them**. As a parent, guide your child in doing the best that they 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 the student 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.

In order to maintain academic progress over long breaks, students are expected to read, write, and do mathematics daily during vacations. Students 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 their homework.

**If a student 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.

#### Avoid these common (but unacceptable) excuses:

- "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 8:30 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:



### Tardies

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 they are not in class when the class begins. **A student must report to the office if they are 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 Updates for SY 22-23

For the 2022-23 school year, Independent Study is encouraged, not required.

Instances of when to provide IS:

- Special assignments extending the content of regular courses of instruction.
- Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum.
- Continuing and special study during travel.
- Volunteer community service activities and leadership opportunities that support and strengthen pupil achievement.
- Individualized study for a pupil whose health would be put at risk by in-person instruction, as determined by the parent or guardian of the pupil, or a pupil who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance.

### Students with Disabilities

Students with disabilities may participate in IS if their IEP team makes the decision that they can receive FAPE in that setting.

### Written Agreement Timelines

|                                       |                                                                         |                                                                                                                                                                                                                                                           |
|---------------------------------------|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Long Term IS<br>(More than 14 days)   | Written agreement must be signed <b>before</b> participation begins.    | Who must sign?<br><br>The pupil, parent/guardian/ caregiver, certificated employee responsible for general supervision and the certificated employee designated to provide special education programming (as applicable) must sign the written agreement. |
| Short Term IS*<br>(Less than 15 days) | Written agreement must be signed <b>within 10 days</b> of beginning IS. |                                                                                                                                                                                                                                                           |

See Voices updated Independent Study Policy [here](#).

### Student Progress

Revised 08.2022



## Voices College-Bound Language Academies Student-Family Handbook

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 their 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@voicescharterschool.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

## Voices College-Bound Language Academies Student-Family Handbook

- o 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:
  - o Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
  - o 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
  - o 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:
  - o 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
  - o 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
  - o 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,

## Voices College-Bound Language Academies Student-Family Handbook

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.

## Voices College-Bound Language Academies Student-Family Handbook

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 Resources  
6840 Via Del Oro #160  
San Jose, CA 95119  
408-791-1609  
HR@voicescharterschool.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.

## Consequences for Violation of Policies:

### **Character Violation**

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 they are picked up. Students are expected to perform community service or serve detention as assigned. Community service or Detentions may be directed to be served after school, or on Saturdays. Failure to do so may result in further disciplinary action up to and including suspension from school. When possible, students and parents/guardians 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*)

- Think-it-Through Sheet
- Time away
- 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 (may include parent/guardian meeting)

## Voices College-Bound Language Academies Student-Family Handbook

- Cocooning- limited autonomy and gradual earning back of privileges
- Classroom/School Formal Observation Time- The student's parent/guardian may be required to come to school and to sit with the student in their 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/guardians. In such instances, an administrator or teacher may videotape a student 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 referral
- Suspension/Expulsion

|                                                    |                                                |
|----------------------------------------------------|------------------------------------------------|
| <b>Character Violation</b>                         |                                                |
| <b>Student Name:</b> _____                         |                                                |
| <b>Date:</b> _____                                 | <b>Time:</b> _____                             |
| <input type="checkbox"/> <b>Classroom</b>          | <input type="checkbox"/> <b>Outside</b>        |
| <b>Violation of the following character trait:</b> |                                                |
| <input type="checkbox"/> <b>Trustworthiness</b>    | <input type="checkbox"/> <b>Fairness</b>       |
| <input type="checkbox"/> <b>Respect</b>            | <input type="checkbox"/> <b>Responsibility</b> |
| <input type="checkbox"/> <b>Citizenship</b>        | <input type="checkbox"/> <b>Caring</b>         |
| <b>Explanation:</b> _____                          |                                                |
| _____                                              |                                                |
| _____                                              |                                                |
| <b>Staff Signature:</b> _____                      |                                                |
| <b>Student Signature:</b> _____                    |                                                |
| <b>Parent/Guardian Signature:</b> _____            |                                                |

**Character Counts! Tickets**

|                                                                                                      |                       |                    |                 |
|------------------------------------------------------------------------------------------------------|-----------------------|--------------------|-----------------|
| <b>Character Counts! Ticket</b>                                                                      |                       |                    |                 |
| Today your actions exemplified the following Voices Core or School-site Values and Character traits: |                       |                    |                 |
| (staff - circle those that apply)                                                                    |                       |                    |                 |
| <b>Sí Se Puede Attitude</b>                                                                          | <b>In Lak'Ech</b>     | <b>Scholarship</b> | <b>Activism</b> |
| (staff - circle those that apply and write in additional character trait)                            |                       |                    |                 |
| <b>Caring</b>                                                                                        | <b>Responsibility</b> | <b>Fairness</b>    |                 |



| Respect                | Trustworthiness | Citizenship |
|------------------------|-----------------|-------------|
| Name of Student: _____ |                 |             |
| Staff Member: _____    |                 |             |
| Explanation: _____     |                 |             |
| _____                  |                 |             |

All Voices staff will have Character Counts! Tickets that they should hand out to students that they observe acting in a way that is consistent with one of Voices' Character Traits. We must have high expectations for how we expect these traits to be exemplified. We should use this as a learning opportunity and have other kids learn the expectations by making these acts public. Students holding these tickets will be entered in a raffle for recognition at Plaza Comunitaria. Students should receive the white copy of the Character Counts! Ticket as a form of immediate praise and acknowledgement and something they can share with their parent/guardian. Staff retain the yellow copy to place into the raffle.

## IV. Suspension and Expulsion

[See Attachment B: Suspension and Expulsion Procedures](#)

## V. Statewide Testing Notification

Every year, California students take several statewide tests. When combined with other measures such as grades, class work, and teacher observations, these tests give families and teachers a more complete picture of their child's learning. You can use the results to identify where your child is doing well and where they might need more support.

Your child may be taking one or more of the following California Assessment of Student Performance and Progress (CAASPP), English Language Proficiency Assessments for California (ELPAC), and Physical Fitness Test assessments. 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. This exemption does not exist for the ELPAC or Physical Fitness Test.

### CAASPP: Smarter Balanced Assessments for English Language Arts/Literacy (ELA) and Math

**Who takes these tests?** Students in grades 3–8 and grade 11.

**What is the test format?** The Smarter Balanced assessments are computer-based.

**Which standards are tested?** The California Common Core State Standards.

### CAASPP: California Alternate Assessments (CAAs) for ELA and Math

**Who takes these tests?** Students in grades 3–8 and grade 11 whose individualized education program (IEP) identifies the use of alternate assessments.

**What is the test format?** The CAAs for ELA and math are computer-based tests that are administered one-on-one by a test examiner who is familiar with the student.

**Which standards are tested?** The California Common Core State Standards through the Core Content Connectors.

### CAASPP: California Science Test (CAST)

**Who takes the test?** Students take the CAST in grades 5 and 8 and once in high school, either in grade 10, 11, or 12.

**What is the test format?** The CAST is computer-based.

**Which standards are tested?** The California Next Generation Science Standards (CA NGSS).

### CAASPP: California Alternate Assessment (CAA) for Science

**Who takes the test?** Students whose IEP identifies the use of an alternate assessment take the CAA for Science in grades 5 and 8 and once in high school, either in grade 10, 11, or 12.

**What is the test format?** The CAA for Science is a series of four performance tasks that can be administered throughout the year as the content is taught.

**Which standards are tested?** Alternate achievement standards derived from the CA NGSS.

### ELPAC

**Who takes the test?** Students who have a home language survey that lists a language other than English will take the Initial test, which identifies students as an English learner student or as initially fluent in English. Students who are classified as English learner students will take the Summative ELPAC every year until they are reclassified as proficient in English.

**What is the test format?** Both the Initial and Summative ELPAC are computer-based.

**Which standards are tested?** The 2012 California English Language Development Standards.

### Alternate ELPAC

**Who takes the test?** Students whose IEP identifies the use of an alternate assessment and who have a home language survey that lists a language other than English will take the Alternate Initial ELPAC, which identifies students as an English learner student or as initially fluent in English. Students who are classified as English learner students will take the Alternate Summative ELPAC every year until they are reclassified as proficient in English.

**What is the test format?** Both the Alternate Initial and Alternate Summative ELPAC are computer-based.

**Which standards are tested?** Alternate achievement standards derived from the 2012 California English Language Development Standards.

### Physical Fitness Test

**Who takes the test?** Students in grades 5, 7, and 9 will take the FITNESSGRAM®, which is the test used in California.

**What is the test format?** The test consists of five performance components: aerobic capacity, abdominal strength, trunk strength, upper body strength, and flexibility.

**Which standards are tested?** The Healthy Fitness Zones, which are established through the Fitnessgram®.

## VI. Student Health and Safety

### Visiting Campus

In accordance with California law, all visitors (including parents and volunteers) must check in with each specific temporary site's office staff and obtain a visitor's badge before entering the campus. Parents must come to the office and sign their student out before taking them 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 staff. Parents may not go directly to the classroom or to the playground without checking in with 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.

For parents visiting/volunteering at any Voices site, certain COVID protocols remain in place. Parents/volunteers will be required to complete a wellness survey upon arrival to any Voices facility. Additionally, all visitors/volunteers will be required to sign a self certification form (regarding COVID vaccination status) and provide proof of vaccination or a negative COVID test from within 72 hours prior to their visit to campus.

## 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.

|                                     |                                                                                                                                                  |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>Suggested Snacks</i></b>      | A bag of baby carrots or other raw vegetable sticks<br>Cheese and crackers<br>A piece of fruit (orange, apple)<br>Dried fruit and nuts<br>Yogurt |
| <b><i>Suggested Lunch Items</i></b> | Leftovers from dinner that do not require to be microwaved.<br>Sandwich<br>Piece of fruit<br>Bag of pretzels<br>Granola Bar<br>Soup in a thermos |
| <b><i>Suggested Drink</i></b>       | Water bottle<br><b><i>Real</i></b> 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**

If your student is experiencing COVID-like symptoms, please notify the school office right away and schedule testing for your student. The test results will determine the next steps.

- **COVID Positive-** If your student is COVID positive, they will need to remain home for a minimum of 5 days (from the symptom onset date or positive COVID test date) and may return on day 6, as long as the student has negative test results and the results have been received by the school. If the student is still testing positive on day 5, they will need to remain off campus for an additional 5 days.
- **COVID Negative-** If your student receives COVID negative results, the proof will need to be shared with the school prior to returning. Your student may return as long as their symptoms have improved and they have not experienced a fever 24 hours prior to returning.

## All 1<sup>st</sup> 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 from 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

## Voices College-Bound Language Academies Student-Family Handbook

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 being 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 their 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

## Voices College-Bound Language Academies Student-Family Handbook

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 their 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 site administrator.
3. Any action taken by staff is recorded on the daily injury 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 injury 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 (2) 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.

### Multi Tiered Systems of Support (MTSS)

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.

Multi Tiered Systems of Support (MTSS) 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. Voices MTSS process 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.

The MTSS process includes supports, such as supplemental instruction and interventions, including pull out reading, ELD or math intervention, participation in the Student Success Team (SST) process and school counseling supports. Individual student supports are determined by the SST team, which includes classroom teachers, the Student Services Manager, counselors, intervention teacher(s) and parents.

The Intervention teacher will be assigned specific days at each of the three Voices Morgan Hill temporary locations to provide intervention supports to students and collaborate with staff at each temporary site.

### Crisis Intervention Protocol

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-harm and suicide risk (including both written and verbal statements indicating the intent to self-harm or harm others). A student in crisis will be assessed by a member of the Crisis team and the P[arent/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 themselves 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 their 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

## Voices College-Bound Language Academies Student-Family Handbook

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 CALPADS data.

### Eligibility 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 ensure 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

## Voices College-Bound Language Academies Student-Family Handbook

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 their 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.

## Voices College-Bound Language Academies Student-Family Handbook

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 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.

### Principal Noticias

Every Tuesday, Voices will send important information home to families via the ParentSquare communication portal. You will receive 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.

### Tips for Effective Communication

#### *With Teachers*

Contact your child's teacher by:

- Calling the school and leaving a message for the teacher. They will return your call.
- Sending a message via the ParentSquare portal
- Making an appointment to see your child's teacher(s)
- Writing a note
- Email the teacher

#### *With School Leadership Team, i.e. Principal, Business Manager, etc*

Contact School Leadership 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.

## Voices College-Bound Language Academies Student-Family Handbook

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/guardians 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/guardians 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/guardians, 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/guardians 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 be yourself

If a member of the Voices community witnesses a behavior that he/she/they 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/guardian 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/guardian 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:

## Voices College-Bound Language Academies Student-Family Handbook

- 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

## Voices College-Bound Language Academies Student-Family Handbook

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.

## Voices College-Bound Language Academies Student-Family Handbook

- 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.

## Voices College-Bound Language Academies Student-Family Handbook

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 Chairperson of the Charter School Board of Directors.

### Notifications

The Director of Human Resources 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 Director of Human Resources 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 their 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**

## Voices College-Bound Language Academies Student-Family Handbook

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 their representative to repeat the complaint orally.

The complainant and/or their 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 their failure or refusal to cooperate in the investigation or their 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



## Voices College-Bound Language Academies Student-Family Handbook

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 their right to file a complaint in accordance with 5 CCR 4622.

## **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

---

 Student's Name

**PLEASE RETURN TO OFFICE STAFF**



## Family Handbook

### Morgan Hill

[www.voicesacademies.org](http://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.*

# I. Welcome to Voices College-Bound Language Academy at Morgan Hill

## 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 Morgan Hill 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, rules, 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/guardians 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. 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/guardians who choose them and the public that funds them.

## II. School Information and Procedures

Voices Morgan Hill will temporarily operate from three separate school sites.

### School Office/Locations

The school offices at each of the temporary school sites are open from 7:30 AM to 4:45 PM on regular school days and until 1:00 PM on minimum days.

|                                                                                                                                                      |                                                                                                                                                       |                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Voices Morgan Hill at Advent</p> <p>16870 Murphy Ave.<br/>Morgan Hill, CA 95037<br/>(408) 791-1700</p> <p>School day hours: 8:15 AM - 4:15 PM</p> | <p>Voices Morgan Hill at Peak Ave.</p> <p>17740 Peak Ave.<br/>Morgan Hill, CA 95037<br/>(408) 791-1700</p> <p>School day hours: 8:00 AM - 4:00 PM</p> | <p>Voices Morgan Hill at Morgan Hill Community and Cultural Center (MHCCC)</p> <p>17000 Monterey Rd.<br/>Morgan Hill, CA 95037<br/>(408) 791-1700</p> <p>School day hours: 8:00 AM - 4:00 PM</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### School Hours

Voices College-Bound Language Academy Morgan Hill is in session as noted above. Minimum day schedule at Voices Morgan Hill at Advent is from 8:15 AM - 12:45 PM and the minimum day schedule for Voices Morgan Hill at Peak and MHCCC is 8:00 AM - 12:30 PM. Students are expected to be picked up from campus timely unless specifically permitted by a staff member to stay for a school program, school activity or for disciplinary reasons.

### Class Placement

At the beginning of each school year, students are assigned classes. These assignments remain tentative until enrollment stabilizes; a process that can take several weeks. The school **will not** consider specific requests for placements due to class size and location constraints with the exception of specific placements due to siblings and site locations. The school has made every effort to keep siblings together at the same temporary site whenever grade levels permit.

### Arrival

It is encouraged that students arrive no earlier than 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 7:30 and early arrivals to school must go directly to their class. Please make sure that your child enters the school site safely and that they are supervised as they are 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 temporary school site, for instructions on where you can park or drop-off your child.**

Given Voices Morgan Hill's temporary multiple sites, the drop-off window each morning was extended by 15 minutes and Voices Morgan Hill at Advent will start at 815am. This staggered start and additional drop off time allows all families who will need to pass by multiple sites to have the extra time to do so.

### Dismissal

The regular instructional day ends at 4:00 P.M for Peak and Community Center sites and 4:15 PM for Advent site. Students must be picked up promptly. At dismissal time, TK & Kindergarten students must be picked up by the parent/guardian or an adult authorized by the parent/guardian. If the TK or Kindergarten child is walking home

## Voices College-Bound Language Academies Student-Family Handbook

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 will be released according to the pick-up process. Please arrange for an alternate person to pick them up in case of weather, traffic, personal or work-related events, or other emergency. Any students not picked up by 4:45 PM, will wait in the office where a parent/guardian must physically come inside to collect their student.

### 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 and weeks of school.**

### Emergency Release from School

In case of an emergency, your child will only be released into the custody of the individuals identified on the student's 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 valuable instructional time. **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

Voices provides a daily breakfast and lunch. Parents/Guardians are encouraged to fill out a school meal application at the beginning of each school year and will be notified if your child is qualified for free, reduced or full price lunch. Parents/Guardians may make payments in the Voices' office with cash or check, or online ([www.mymealtime.com](http://www.mymealtime.com)) with a credit card. 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 their 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/guardians or siblings (other than those enrolled) 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 at any of the three temporary sites. In order to ensure safety, we ask that when you visit, 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 Registration of Visitor/Guest Policy is

followed for the safety of all students. Voices will post a notice at every entrance which has details about visitor registration location and requirements, including those specific to COVID-19 protocols.

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 at all three Voices Morgan Hill's temporary sites:

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 office staff immediately upon entering any school building or grounds during regular school hours. When registering, the visitor is required to provide their 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.

COVID Specific protocols: All visitors must check in with office staff and will be required to submit the following:

- Proof of COVID-19 vaccination or proof of negative COVID-19 test. Antigen COVID-19 test will be accepted.
- Wellness Survey (Will be provided by office staff)

### 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

## Voices College-Bound Language Academies Student-Family Handbook

school community and violates Voices' policy. 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.** Voices students in grades Sixth (6th) - Eight (8th) grade are permitted to bring a solid black backpack to carry their textbooks.. Searches of student backpacks may occur per the discretion of the school.

### Lost and Found

Any items found at the school site should be taken to the lost and found bin so the items can make their way back to their owner. The lost and found will be cleaned out regularly and items that are 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 and this includes cell phones. **If you insist that your child bring a cell phone to school, it must be checked in at the office upon arrival and picked up after dismissal each day.** If a student fails to check in their cell phone at the beginning of the day and is caught with it during school hours, cell phone will be confiscated. The school is not responsible or liable for any lost or stolen cell phones. If they are brought to school, toys, balls, iPODS, or electronic games, etc. will be confiscated and returned to the child's parent/guardian at the end of the school day or another appropriate time. 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 trip are required to attend school and shall engage in appropriate academic/educational activities.

Any trip requires a separate signed permission slip. Permission received by telephone is not permitted. If a student does not have written permission, they 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 top priority at Voices. For field trips, 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 electronic devices/Internet Access

Electronic devices, 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.



## Voices College-Bound Language Academies Student-Family Handbook

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

Electronic devices, 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 and Student technology agreement must be on file before a child may explore the internet and use electronic devices.

### Family Engagement

Parents/guardians have the opportunity and are encouraged to participate at Voices in a variety of ways. Any regular volunteer, as determined by the principal, that works with children must meet the requirements as listed in the Volunteer Handbook. The following are additional examples of parent/guardian engagement opportunities:

Revised 07.2022

## Voices College-Bound Language Academies Student-Family Handbook

- Classroom, office, cafeteria, yard supervision, tutoring
- Committees
- Board Member
- Parent/guardian Workshops
- Parent Leadership Team

Parental involvement is not a requirement or consideration for acceptance to, or continued enrollment at, the Charter School.

## 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/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 student's 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 student's 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/guardians 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 their own expense, be assisted or represented by one or more individuals of their 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 their 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;



## Voices College-Bound Language Academies Student-Family Handbook

- 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 agendaized 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 safety in the school environment and to optimize each child's learning. Therefore, Voices has developed policies that have very clear consequences for students and families. The policies lay out the expectations for students who attend Voices and the consequences for what occurs when these policies are violated. In general, behavior is considered appropriate when students

## Voices College-Bound Language Academies Student-Family Handbook

are diligent in study, neat and clean, careful with school property, respectful towards their teachers, and courteous to other students, staff and volunteers.

### Parent Compact

#### **Dress Code Policy**

Voices Morgan Hill (School) recognizes the need for students to dress appropriately for school. Voices Morgan Hill believes that students should focus their energy and attention on 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. At the beginning of each school year, each family, returning and new, will receive 2 (two) free polo shirts according to the grade level in which they are enrolled. The dress 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)<br>Pants, Shorts, skirt, or jumper <b>with Belt (grades 2nd+)</b> |
| TK, Kindergarten and 1 <sup>st</sup> grade | Voices Shirt:<br><b>Gold</b> Polo-style shirt with Voices logo                                |
| 2 <sup>nd</sup> and 3 <sup>rd</sup> Grade  | Voices Shirt:<br><b>Purple</b> Polo-Style Shirt with Voices logo                              |
| 4th and 5th Grade                          | Voices Shirt:<br><b>Maroon</b> Polo-Style Shirt with Voices logo                              |
| 6th and 7th Grade                          | Voices Shirt:<br><b>Gray</b> Polo-Style Shirt with Voices logo                                |
| 8th Grade                                  | Voices Shirt:<br>Gold, Purple, Maroon or Gray 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), no sweats, no jeans.
- A student's hairstyle, clothing, jewelry and makeup should not distract from the educational environment.

## Voices College-Bound Language Academies Student-Family Handbook

- Label all 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<sup>nd</sup>-8<sup>th</sup> 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 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 their homework for them.** As a parent, guide your child in doing the best that they 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 the student 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.

In order to maintain academic progress over long breaks, students are expected to read, write, and do mathematics daily during vacations. Students 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

## Voices College-Bound Language Academies Student-Family Handbook

- 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 their homework.

**If a student 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.

Avoid these common (but unacceptable) excuses:

"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 8:30 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**

Revised 07.2022

## Voices College-Bound Language Academies Student-Family Handbook

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:

### Tardies

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 they are not in class when the class begins. **A student must report to the office if they are 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 their 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



## Voices College-Bound Language Academies Student-Family Handbook

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@voicescharterschool.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:

## Voices College-Bound Language Academies Student-Family Handbook

- o Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
- o 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
- o 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:
  - o 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
  - o 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
  - o 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.

## Voices College-Bound Language Academies Student-Family Handbook

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 Resources

Revised 07.2022

Voices College-Bound Language Academies Student-Family Handbook

6840 Via Del Oro #160  
San Jose, CA 95119  
408-791-1609  
HR@voicescharterschool.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.

## Consequences for Violation of Policies:

### Character Violation

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 they are picked up. Students are expected to perform community service or serve detention as assigned. Community service or Detentions may be directed to be served after school, or on Saturdays. Failure to do so may result in further disciplinary action up to and including suspension from school. When possible, students and parents/guardians 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*)

- Think-it-Through Sheet
- Time away
- 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 (may include parent/guardian meeting)
- Cocooning- limited autonomy and gradual earning back of privileges
- Classroom/School Formal Observation Time- The student’s parent/guardian may be required to come to school and to sit with the student in their 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

## Voices College-Bound Language Academies Student-Family Handbook

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/guardians. In such instances, an administrator or teacher may videotape a student 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 referral
- Suspension/Expulsion

|                                                    |                                         |
|----------------------------------------------------|-----------------------------------------|
| <b>Character Violation</b>                         |                                         |
| Student Name: _____                                |                                         |
| Date: _____                                        | Time: _____                             |
| <input type="checkbox"/> Classroom                 | <input type="checkbox"/> Outside        |
| <b>Violation of the following character trait:</b> |                                         |
| <input type="checkbox"/> Trustworthiness           | <input type="checkbox"/> Fairness       |
| <input type="checkbox"/> Respect                   | <input type="checkbox"/> Responsibility |
| <input type="checkbox"/> Citizenship               | <input type="checkbox"/> Caring         |
| Explanation: _____                                 |                                         |
| _____                                              |                                         |
| _____                                              |                                         |
| Staff Signature: _____                             |                                         |
| Student Signature: _____                           |                                         |
| Parent/Guardian Signature: _____                   |                                         |

**Character Counts! Tickets**

|                                                                                                      |                                              |
|------------------------------------------------------------------------------------------------------|----------------------------------------------|
| <b>Character Counts! Ticket</b>                                                                      |                                              |
| Today your actions exemplified the following Voices Core or School-site Values and Character traits: |                                              |
| (staff - circle those that apply)                                                                    |                                              |
| <b>Sí Se Puede Attitude</b>                                                                          | <b>In Lak'Ech    Scholarship    Activism</b> |
| (staff - circle those that apply and write in additional character trait)                            |                                              |
| <b>Caring</b>                                                                                        | <b>Responsibility    Fairness</b>            |
| <b>Respect</b>                                                                                       | <b>Trustworthiness    Citizenship</b>        |
| Name of Student: _____                                                                               |                                              |
| Staff Member: _____                                                                                  |                                              |

Explanation: \_\_\_\_\_  
\_\_\_\_\_

Staff Voices will have Character Counts! Tickets that they should hand out to students that they observe acting in a way that is consistent with one of Voices' Character Traits. We must have high expectations for how we expect these traits to be exemplified. We should use this as a learning opportunity and have other kids learn the expectations by making these acts public. Students holding these tickets will be entered in a raffle for recognition at Plaza Comunitaria . Students should receive the white copy of the Character Counts! Ticket as a form of immediate praise and acknowledgement and something they can share with their parent/guardian. Staff retain the yellow copy to place into the raffle.

## IV. Suspension and Expulsion

[See Attachment B: Suspension and Expulsion Procedures](#)

## V. Statewide Testing Notification

Every year, California students take several statewide tests. When combined with other measures such as grades, class work, and teacher observations, these tests give families and teachers a more complete picture of their child's learning. You can use the results to identify where your child is doing well and where they might need more support.

Your child may be taking one or more of the following California Assessment of Student Performance and Progress (CAASPP), English Language Proficiency Assessments for California (ELPAC), and Physical Fitness Test assessments. 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. This exemption does not exist for the ELPAC or Physical Fitness Test.

### CAASPP: Smarter Balanced Assessments for English Language Arts/Literacy (ELA) and Math

**Who takes these tests?** Students in grades 3–8 and grade 11.

**What is the test format?** The Smarter Balanced assessments are computer-based.

**Which standards are tested?** The California Common Core State Standards.

### CAASPP: California Alternate Assessments (CAAs) for ELA and Math

**Who takes these tests?** Students in grades 3–8 and grade 11 whose individualized education program (IEP) identifies the use of alternate assessments.

**What is the test format?** The CAAs for ELA and math are computer-based tests that are administered one-on-one by a test examiner who is familiar with the student.

**Which standards are tested?** The California Common Core State Standards through the Core Content Connectors.

### CAASPP: California Science Test (CAST)

**Who takes the test?** Students take the CAST in grades 5 and 8 and once in high school, either in grade 10, 11, or 12.

**What is the test format?** The CAST is computer-based.

**Which standards are tested?** The California Next Generation Science Standards (CA NGSS).



**CAASPP: California Alternate Assessment (CAA) for Science**

**Who takes the test?** Students whose IEP identifies the use of an alternate assessment take the CAA for Science in grades 5 and 8 and once in high school, either in grade 10, 11, or 12.

**What is the test format?** The CAA for Science is a series of four performance tasks that can be administered throughout the year as the content is taught.

**Which standards are tested?** Alternate achievement standards derived from the CA NGSS.

**ELPAC**

**Who takes the test?** Students who have a home language survey that lists a language other than English will take the Initial test, which identifies students as an English learner student or as initially fluent in English. Students who are classified as English learner students will take the Summative ELPAC every year until they are reclassified as proficient in English.

**What is the test format?** Both the Initial and Summative ELPAC are computer-based.

**Which standards are tested?** The 2012 California English Language Development Standards.

**Alternate ELPAC**

**Who takes the test?** Students whose IEP identifies the use of an alternate assessment and who have a home language survey that lists a language other than English will take the Alternate Initial ELPAC, which identifies students as an English learner student or as initially fluent in English. Students who are classified as English learner students will take the Alternate Summative ELPAC every year until they are reclassified as proficient in English.

**What is the test format?** Both the Alternate Initial and Alternate Summative ELPAC are computer-based.

**Which standards are tested?** Alternate achievement standards derived from the 2012 California English Language Development Standards.

**Physical Fitness Test**

**Who takes the test?** Students in grades 5, 7, and 9 will take the FITNESSGRAM®, which is the test used in California.

**What is the test format?** The test consists of five performance components: aerobic capacity, abdominal strength, trunk strength, upper body strength, and flexibility.

**Which standards are tested?** The Healthy Fitness Zones, which are established through the Fitnessgram®.

## VI. Student Health and Safety

**Visiting Campus**

In accordance with California law, all visitors (including parents and volunteers) must check in with each specific temporary site's office staff and obtain a visitor's badge before entering the campus. Parents must come to the office and sign their student out before taking them 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 staff. Parents may not go directly to the classroom or to the playground without checking in with 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.

For parents visiting/volunteering at any and all of Voices Morgan Hill's temporary locations, all COVID protocols remain in place. Parents/volunteers will be required to complete a wellness survey upon arrival to any Voices facility. Additionally, all visitors/volunteers will be required to sign a self certification form and provide proof of vaccination or a negative COVID test prior to their start on campus.

## 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.

|                                     |                                                                                                                                                  |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><i>Suggested Snacks</i></b>      | A bag of baby carrots or other raw vegetable sticks<br>Cheese and crackers<br>A piece of fruit (orange, apple)<br>Dried fruit and nuts<br>Yogurt |
| <b><i>Suggested Lunch Items</i></b> | Leftovers from dinner that do not require to be microwaved.<br>Sandwich<br>Piece of fruit<br>Bag of pretzels<br>Granola Bar<br>Soup in a thermos |
| <b><i>Suggested Drink</i></b>       | Water bottle<br><b><i>Real</i></b> 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**

If your student is experiencing COVID-like symptoms, please notify the school office right away and schedule testing for your student. The test results will determine the next steps.

- **COVID Positive-** If your student is COVID positive, they will need to remain home for a minimum of 5 days (from the symptom onset date or positive COVID test date) and may return on day 6, as long as the student has negative test results and the results have been received by the school. If the student is still testing positive on day 5, they will need to remain off campus for an additional 5 days.
- **COVID Negative-** If your student receives COVID negative results, the proof will need to be shared with the school prior to returning. Your student may return as long as their symptoms have improved and they have not experienced a fever 24 hours prior to returning.

## All 1<sup>st</sup> 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 from 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

## Voices College-Bound Language Academies Student-Family Handbook

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 being 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 their 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

## Voices College-Bound Language Academies Student-Family Handbook

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 their 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 site administrator.
3. Any action taken by staff is recorded on the daily injury 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 injury 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 (2) 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.

### Multi Tiered Systems of Support (MTSS)

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.

Multi Tiered Systems of Support (MTSS) 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. Voices MTSS process 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.

The MTSS process includes supports, such as supplemental instruction and interventions, including pull out reading, ELD or math intervention, participation in the Student Success Team (SST) process and school counseling supports. Individual student supports are determined by the SST team, which includes classroom teachers, the Student Services Manager, counselors, intervention teacher(s) and parents.

The Intervention teacher will be assigned specific days at each of the three Voices Morgan Hill temporary locations to provide intervention supports to students and collaborate with staff at each temporary site.

### Crisis Intervention Protocol

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-harm and suicide risk (including both written and verbal statements indicating the intent to self-harm or harm others). A student in crisis will be assessed by a member of the Crisis team and the P[arent/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 themselves may result in a mandated Child Protective Service report.

### Identification of Individuals for Special Education

Revised 07.2022



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 their 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

## Voices College-Bound Language Academies Student-Family Handbook

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 CALPADS data.

### Eligibility 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 ensure 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

## Voices College-Bound Language Academies Student-Family Handbook

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 their 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.

## Voices College-Bound Language Academies Student-Family Handbook

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 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

### Telephone Communication to Voices Morgan Hill Temporary School Sites

The current phone number for VMH will remain the same, regardless of which VMH location families are calling. An auto attendant will be set up so that when families call the phone number, they will be given options to select a number to be directed to a specific VMH school site. For example, families will be greeted with a message that will tell them to press 1 to be connected to VMH at Advent, press 2 to be connected to VMH at Peak, etc. The phone call would then be directed to the appropriate school site. Voicemails are accessible online giving the appropriate staff members access to voicemails from any location as needed.

### 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.

### Principal Noticias

Every Tuesday, Voices Morgan Hill will send important information home to families via the ParentSquare communication portal.. You will receive 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.

### Tips for Effective Communication

#### *With Teachers*

Contact your child's teacher by:

- Calling the school and leaving a message for the teacher. They will return your call.
- Sending a message via the ParentSquare portal
- Making an appointment to see your child's teacher(s)
- Writing a note
- Email the teacher

#### *With School Leadership Team, i.e. Principal, Business Manager, etc*

Contact School Leadership 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/guardians 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/guardians 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/guardians, 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/guardians 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

## Voices College-Bound Language Academies Student-Family Handbook

- Right to be heard
- Right to by yourself

If a member of the Voices community witnesses a behavior that he/she/they 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/guardian 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/guardian 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:



## Voices College-Bound Language Academies Student-Family Handbook

- 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.

## Voices College-Bound Language Academies Student-Family Handbook

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

## Voices College-Bound Language Academies Student-Family Handbook

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.

## Voices College-Bound Language Academies Student-Family Handbook

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 Chairperson of the Charter School Board of Directors.

### Notifications

The Director of Human Resources 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 Director of Human Resources 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 their 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 their representative to repeat the complaint orally.

The complainant and/or their 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 their failure or refusal to cooperate in the investigation or their 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.

## Voices College-Bound Language Academies Student-Family Handbook

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 their right to file a complaint in accordance with 5 CCR 4622.

## **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

---

 Student's Name



**PLEASE RETURN TO OFFICE STAFF**

# Coversheet

## Approve Voices Academies 22-23 Safety Plans

|                          |                                                |
|--------------------------|------------------------------------------------|
| <b>Section:</b>          | III. Board Business: Consent Items             |
| <b>Item:</b>             | G. Approve Voices Academies 22-23 Safety Plans |
| <b>Purpose:</b>          | Vote                                           |
| <b>Submitted by:</b>     |                                                |
| <b>Related Material:</b> | Voices_Safety_Plan_2022-2023.pdf               |



# Safety Plan

## 2022-2023

**Introduction** \_\_\_\_\_ page 3

[Statement of Purpose](#)

[Voices Safe School Vision](#)

[Physical Environment](#)

[School Climate](#)

**General Safety Procedures** \_\_\_\_\_ page 9

[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 32

[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 88

**Appendices** \_\_\_\_\_ page 89

[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/their 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/guardians, 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/guradians 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/guardians, etc.).

### Physical Environment

#### **The School's Location and Physical Environment**

Voices campuses are located in Santa Clara County, San Joaquin County and 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. In San Joaquin County, Voices Stockton is located in downtown Stockton surrounded by other local businesses. 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 operates five school sites.

Voices Flagship is located at 715 Hellyer Ave, and is a one story modular construction enclosed by a fence with gates. The front and back gates remain locked through the exterior while school is in session. Staff, families and visitors must enter the building using the main office entrance door. Voices Flagship is a shared campus with Hellyer Elementary School. Voices Flagship shares parking lot structure with Hellyer Elementary. The playground structure is shared between Voices Flagship and Hellyer Elementary utilizing a schedule.

Voices Mount Pleasant is on a shared campus of The Foundation For Hispanic Education (TFHE) at 14271 Story Rd. Voices Mount Pleasant has a lease and is on a shared campus, with Voices' portion of the campus fenced in. Voices families and visitors must enter the main campus building utilizing the front main entrance of TFHE building and check in with the TFHE security guard. Staff enters the building through the main electrical gate entrance to the parking lot structure located in the rear of TFHE building. Voices MP has exclusive access to the playground structure during school hours.

Voices West Contra Costa is located at 201 28th St, Richmond, CA 94804, and is leased from the Catholic Diocese of Oakland. The building is an enclosed two story building and is fully fenced. The parking lot is used exclusively for Voices staff and family parking with the exception of scheduled days when the church is utilizing the parking lot for special services. The gate to enter the parking lot is maintained closed during school hours at all times. Additionally, staff, families, and visitors must enter the building using the main entrance door which remains locked throughout the entire day. Any person entering the building must ring the doorbell for a Voices staff member to physically open the door. All other entrance and exit doors remain locked during the school day. Voices WCC has exclusive access to the playground structure during school hours.

Voices Stockton is located at 321 E Weber Ave. in downtown Stockton. The building is enclosed four floors and Voices has a long-term lease on the site. The main entrance for Voices Staff, families, and visitors is located utilizing the double doors facing Weber Street. All other doors remain locked during the entire day. Any person entering the building must ring the doorbell for a Voices staff member to physically open the door.

### 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.

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.

### **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 each Voices school site is available for a pupil to safely report troubling behaviors that may lead to dangerous situations.

When it comes to school safety, pupils are instructed 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 stickers at all times while visiting school sites.
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 an atmosphere of high achievement, positivity and empathy.

The principal sets a positive tone for the school, guides the staff, and works closely with them on curriculum, character traits 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/guardians have the opportunity and are encouraged to participate at Voices in a variety of ways. Any regular volunteer, as determined by the principal, that works with children must meet the requirements as listed in the Volunteer Handbook.. 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/Parent Liaison keeps track of office referrals (character violations) 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 at school assemblies (Plaza Comunitaria).

### **Professional Development and Parent/Guardian Education**

Voices provides professional development for teachers and parent/guardian workshops . 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.

### **Prevention and Intervention: Pupil Aggressive Behavior**

Creating a safe school requires having in place many preventive measures for children's mental and emotional challenges. Schools can reduce the risk of violence by teaching children appropriate strategies for dealing with feelings and 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. 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 expectations 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, Stockton 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 potential. 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 5<sup>th</sup> 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 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 Team Z . See [Appendix C](#) for Employee/Student Minor Incident/Accident Report.
7. Submit an 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 the 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 [Staff 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).

### Confidentiality

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.

#### Acceptable and Recommended Staff/Student Behaviors

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 judgment 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 Resources  
6840 Via Del Oro #160,  
San Jose, CA 95119  
408-791-1609  
HR@voicescharterschool.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
  - o 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:
  - o 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
  - o 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
  - o 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 Resources  
6840 Via Del Oro #160  
San Jose, CA 95119  
408-791-1609  
HR@voicescharterschool.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 <https://oag.ca.gov/childabuse/forms>.

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 Procedure Medical 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 the 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 the office if systemic symptoms occur (labored breathing, swelling of the entire body, etc.)

If a **Tooth is displaced** by traumatic injury, wrap the tooth in moist gauze. Send an 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:

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>RESCUE BREATHING</b> | <ul style="list-style-type: none"> <li>● Tap shoulder and shout, "Are you ok?"</li> <li>● Call 911 if no response</li> <li>● Open airway: tilt head back slightly, lift chin</li> <li>● Check for breathing: check quickly for no more than 10 seconds</li> <li>● If no breathing, give 2 rescue breaths               <ul style="list-style-type: none"> <li>○ Tilt head back and lift the chin up</li> <li>○ Pinch the nose shut, then make a complete seal of child's mouth</li> <li>○ Blow in for about 1 second to make the chest clearly rise</li> <li>○ Give rescue breaths one after the other</li> </ul> </li> </ul> <p>Rescue breathing count:</p> <p><b>Adult:</b> 1 breath every 5 seconds</p> <p><b>Child:</b> 1 breath every 3 seconds</p> <p><b>Infant:</b> 1 breath every 3 seconds</p> |
| <b>Nose Bleed</b>       | <ul style="list-style-type: none"> <li>● Put on disposable gloves</li> <li>● Sit, leaning slightly forward</li> <li>● Pinch the nose shut for about 10 minutes</li> <li>● Apply ice or a cold pack that has been wrapped in cloth or towel to the bridge of the nose</li> <li>● If the bleeding does not stop:               <ul style="list-style-type: none"> <li>○ Apply pressure on the upper lip just beneath the nose</li> <li>○ Call or have someone else call 911</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                        |
| <b>Wounds</b>           | <p>If minor:</p> <ul style="list-style-type: none"> <li>● Put on disposable gloves</li> <li>● Have victim sit down</li> <li>● Wash wound</li> <li>● Apply bandage</li> <li>● Apply ice, if desired</li> </ul> <p>If severe:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | <ul style="list-style-type: none"> <li>● Put on disposable gloves</li> <li>● Have person sit or lie down</li> <li>● Control bleeding by: <ul style="list-style-type: none"> <li>○ Covering the wound with a dressing and firmly pressing against the wound with a gloved hand until the bleeding stops</li> <li>○ Applying a pressure bandage over the dressing to maintain pressure on the wound and to hold the dressing in place</li> <li>○ If blood soaks through the bandage, do not remove the blood-soaked bandages. Instead, add more dressings and bandages, and apply additional direct pressure.</li> </ul> </li> <li>● 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</li> <li>● Care for shock. Keep person from getting chilled or overheated</li> <li>● Have person rest comfortably and provide reassurance</li> <li>● Wash your hands immediately after giving care, even if you wore gloves</li> </ul> |
| <b>Choking</b>        | <p>If unable to: Breathe, Cough, Speak then:</p> <ul style="list-style-type: none"> <li>● 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.</li> <li>● Give 5 abdominal thrusts: <ul style="list-style-type: none"> <li>○ Place a fist with the thumb side against the middle of the person's abdomen, just above the navel.</li> <li>○ Cover your fist with your other hand.</li> <li>○ Give 5 quick, upward abdominal thrusts.</li> </ul> </li> <li>● Continue care: Continue sets of 5 back blows and 5 abdominal thrusts until the: <ul style="list-style-type: none"> <li>○ Object is forced out</li> <li>○ Person can cough forcefully or breathe</li> <li>○ Person becomes unconscious</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                        |
| <b>Electric Shock</b> | <ul style="list-style-type: none"> <li>● Do NOT touch individual if they are still in contact with the electrical source</li> <li>● Turn off source of electricity, if possible</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



|  |                                                              |
|--|--------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>• Call 911</li> </ul> |
|--|--------------------------------------------------------------|

### 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,<sup>5</sup> 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.<sup>6</sup>

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.
- Students 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. Push 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/Two-way radio . If the PA System/Two-way radio 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/Two-way radio . If the PA System/Two-way radio 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/Two-way radio . If the PA System/Two-way radio 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/Two-way radio . If the PA System/Two-way radio 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 or designee 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 or designee will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio 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 or designee 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 or designee 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 or designee 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 or designee will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal or designee 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<br>Flagship | Voices Mount Pleasant   | Voices WCC           | Voices<br>Stockton |
|----------------------|--------------------|-------------------------|----------------------|--------------------|
| Assembly<br>Location | South Parking Lot  | Lancelot Ln Parking Lot | South Parking<br>Lot | Stockton<br>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 WCC                                                 | Voices Stockton                                                     |
|-------------------|------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------------|
| Assembly Location | Family Life Christian Center<br>801 Hellyer Ave.<br>408-226-3700 | Starbucks<br>1080 S White Rd,<br>San Jose, CA 95127 | Family Health Clinic<br>289 28th St,<br>Richmond, CA 94804 | Stockton Marina<br>445 W Weber Ave ste 128-b,<br>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 the teacher, aide or adult responsible for that classroom that you are taking the child from the class line.
3. Proceed with the 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 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, Contra Costa, or San Joaquin 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:

|                              |                                                                                                                                       |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Principal or designee</b> | 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.    |
| <b>Business Manager</b> | Calls 911. Follow fire / evacuation drill procedures at appropriate times.                                                                                                                        |
| <b>Custodian</b>        | 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. |
| <b>Teachers</b>         | Initiate <b>drop and cover</b> procedures. Follow fire/evacuation drill procedures at appropriate times.                                                                                          |
| <b>Students</b>         | Respond to the earthquake drill in a quick, calm and orderly manner. Listen and respond quickly to all instructions from staff.                                                                   |
| <b>Other Personnel</b>  | 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/Two-way radio .

### 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 vital due to secondary hazards (explosions, fire, etc.)***

When evacuating, please follow the Evacuation Map. Follow Fire/Evacuation Drill Procedures once assembled.

**\*\*The principal/designee is the only person who may check out a child 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

#### **Intruder / Hostage Taking / Lockdown Procedure (Code Red)**

##### **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
  - ☐ 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.
- ☐ 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 Gasses/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/San Joaquin 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/Two-way radio 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
  - Training staff & students on how to limit the spread of COVID-19 and 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/Two-way radio 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 unhealthy for students to be outside, you will be notified, via the all-call system, that recesses are canceled.
- 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.

- ☐ 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/two-way radio 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/Two-way radio . If the PA System/Two-way radio 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

|                           |                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Principal/designee</b> | Announces Lockdown procedure on the PA System/Two-way radio . Ensures doors are locked in all buildings.                                                                                                                                                                                                                                                     |
| <b>Business Manager</b>   | Calls 911. Locks the office door. Keep phone lines open.                                                                                                                                                                                                                                                                                                     |
| <b>Custodian</b>          | Locks all gates to campus.                                                                                                                                                                                                                                                                                                                                   |
| <b>Teachers</b>           | 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 <b>ONLY</b> if they have “lost” children on campus i.e. went to the bathroom, were en-route to the office <b>OR</b> if they have a “loose” child from another class. |

|                 |                                                                                                                                                                                                                                  |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 |                                                                                                                                                                                                                                  |
| <b>Students</b> | 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/Two-way radio .**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 (CEO) 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?

|                     |    |
|---------------------|----|
| <b>Findings:</b>    | 1. |
| <b>Correction</b>   |    |
| <b>Action taken</b> |    |

**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

|                     |  |
|---------------------|--|
| <b>Findings:</b>    |  |
| <b>Correction</b>   |  |
| <b>Action Taken</b> |  |

**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?

|                     |  |
|---------------------|--|
| <b>Findings:</b>    |  |
| <b>Correction</b>   |  |
| <b>Action Taken</b> |  |

**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?

|                   |  |
|-------------------|--|
| <b>Findings:</b>  |  |
| <b>Correction</b> |  |

**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?

|                   |  |
|-------------------|--|
| <b>Findings:</b>  |  |
| <b>Correction</b> |  |

**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

|                     |  |
|---------------------|--|
| <b>Findings:</b>    |  |
| <b>Correction:</b>  |  |
| <b>Action Taken</b> |  |

**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?

|                   |  |
|-------------------|--|
| <b>Findings:</b>  |  |
| <b>Correction</b> |  |

**General Conditions – Other:**

- ☐ Is the site free of graffiti or other signs of vandalism?
- ☐ Are other general conditions free of apparent hazards or concerns?

|                   |  |
|-------------------|--|
| <b>Findings:</b>  |  |
| <b>Correction</b> |  |

**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<br>(Regular Maintenance or<br>Discovery of Problem) | If problem, Description of<br>Action Required | Location/Item to be<br>Repaired | Explain what was done | Referred to<br>(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<br>N<br>Partial |
| Code Red, Blue and 9 Instructions and Evacuation Map posted near front door                                                                                                                                                                                                                                                                                                                                        | Y<br>N<br>Partial |         | Y<br>N<br>Partial |
| Sub Folder easily visible and complete<br><input type="checkbox"/> 3-days worth of lessons<br><input type="checkbox"/> Seating charts<br><input type="checkbox"/> Emergency procedures<br><input type="checkbox"/> Phone numbers<br><input type="checkbox"/> Special Student needs<br><input type="checkbox"/> Schedule<br><input type="checkbox"/> Roster<br><input type="checkbox"/> School-wide character tools | Y<br>N<br>Partial |         | Y<br>N<br>Partial |
| Room clean and organized                                                                                                                                                                                                                                                                                                                                                                                           | Y<br>N<br>Partial |         | Y<br>N<br>Partial |
| "Joy Factor" apparent in room environment                                                                                                                                                                                                                                                                                                                                                                          | Y<br>N<br>Partial |         | Y<br>N<br>Partial |
| Snack Container                                                                                                                                                                                                                                                                                                                                                                                                    | Y<br>N<br>Partial |         | Y<br>N<br>Partial |
| Data walls up<br><input type="checkbox"/> Reading Levels English<br><input type="checkbox"/> Reading Levels Spanish                                                                                                                                                                                                                                                                                                | Y<br>N<br>Partial |         | Y<br>N<br>Partial |



|                                                                                                                                                                                                                                   |                   |  |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--|-------------------|
| <input type="checkbox"/> Sight Words and/or Fluency<br><input type="checkbox"/> Math or ELA Assessments                                                                                                                           |                   |  |                   |
| University Wall                                                                                                                                                                                                                   | Y<br>N<br>Partial |  | Y<br>N<br>Partial |
| Cooperative seating                                                                                                                                                                                                               | Y<br>N<br>Partial |  | Y<br>N<br>Partial |
| Daily Schedule and objectives posted<br><input type="checkbox"/> Content Objectives<br><input type="checkbox"/> Language Objectives                                                                                               | Y<br>N<br>Partial |  | Y<br>N<br>Partial |
| Behavior Chart<br><input type="checkbox"/> Think-It-Through Sheet Folder<br><input type="checkbox"/> Buddy Room Papers<br><input type="checkbox"/> Clip Chart/Citizenship Contract<br><input type="checkbox"/> Hecka Bueno Points | Y<br>N<br>Partial |  | Y<br>N<br>Partial |
| Character Education Wall<br><input type="checkbox"/> Uniform Checklist                                                                                                                                                            | Y<br>N<br>Partial |  | Y<br>N<br>Partial |
| Word Wall or Vocabulary Wall                                                                                                                                                                                                      | Y<br>N<br>Partial |  | Y<br>N<br>Partial |
| Content Areas<br><input type="checkbox"/> Math<br><input type="checkbox"/> ELA<br><input type="checkbox"/> Class Library<br><input type="checkbox"/> Other _____                                                                  | Y<br>N<br>Partial |  | Y<br>N<br>Partial |
| Guided Reading Table (prompting guides, pencils, book storage, white boards, markers, post-its....)                                                                                                                               | Y<br>N<br>Partial |  |                   |
| Phone message set up                                                                                                                                                                                                              | Y<br>N<br>Partial |  | Y<br>N<br>Partial |
| Assistant Teacher workstation                                                                                                                                                                                                     | Y<br>N            |  | Y<br>N            |

|  |         |  |         |
|--|---------|--|---------|
|  | Partial |  | 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 injury). 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/Substitute \_\_\_\_ 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\_\_Hospitalization

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 ☐ Environmental condition ☐ Act 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):**

- |                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Self harm<br><input type="checkbox"/> Self cutting<br><input type="checkbox"/> Burning<br><input type="checkbox"/> Pinching | <input type="checkbox"/> Suicidal Ideation<br><input type="checkbox"/> Direct Threat (ex. "I am going to kill/hurt myself")<br><input type="checkbox"/> Indirect threat (ex. "I feel like dying"<br><input type="checkbox"/> to self <input type="checkbox"/> others<br><input type="checkbox"/> Accesses concerning content online |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Observed any of the Following:**

- |                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Sudden Change in Behavior<br><input type="checkbox"/> Previous Attempt(s)<br><input type="checkbox"/> Giving Away Possessions<br><input type="checkbox"/> Mood Swings<br><input type="checkbox"/> Self-Injurious Behavior<br><input type="checkbox"/> Accessing Concerning Content | <input type="checkbox"/> Signs of Depression<br><input type="checkbox"/> Truancy/Running Away<br><input type="checkbox"/> Frequent Complaints of Illness<br><input type="checkbox"/> Alcohol or Drug Use<br><input type="checkbox"/> 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:**

- |                                                     |                                                            |                                                            |
|-----------------------------------------------------|------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Adult Education            | <input type="checkbox"/> After School Education and Safety | <input type="checkbox"/> Agricultural Vocational Education |
| <input type="checkbox"/> American Indian Education  | <input type="checkbox"/> Consolidated Categorical Aid      | <input type="checkbox"/> Career/Technical Education        |
| <input type="checkbox"/> Child Development Programs | <input type="checkbox"/> Child Nutrition                   | <input type="checkbox"/> Foster/Homeless Youth             |
| <input type="checkbox"/> Migrant Education          | <input type="checkbox"/> No Child Left Behind Programs     | <input type="checkbox"/> Regional Occupational Programs    |
| <input type="checkbox"/> Special Education          | <input type="checkbox"/> State Preschool                   | <input type="checkbox"/> Tobacco-Use Prevention Education  |
| <input type="checkbox"/> Pupil Fees                 | <input type="checkbox"/> Local Control Funding Formula     | <input type="checkbox"/> 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                             | Gender / Gender Expression / Gender Identity | Sex (Actual or Perceived)                                                                                 |
| Ancestry                        | Genetic Information                          | Sexual Orientation (Actual or Perceived)                                                                  |
| Color                           | National Origin                              | Based on association with a person or group with one or more of these actual or perceived characteristics |
| Disability (Mental or Physical) | Race or Ethnicity                            |                                                                                                           |
| Ethnic Group Identification     | Religion                                     |                                                                                                           |

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****F. Staff Contact List**

| <b>Title</b>            | <b>Flagship:</b>                         | <b>Morgan Hill</b>                   | <b>Mount Pleasant</b>               | <b>West Contra Costa</b>         | <b>Stockton</b>                  |
|-------------------------|------------------------------------------|--------------------------------------|-------------------------------------|----------------------------------|----------------------------------|
| <b>Principal</b>        | Oscar Cielos<br>Staton<br>(408) 780-8094 | Vicky Lopez<br>(650) 931-5384        | Christina Deberry<br>(408) 571-6404 | N/A                              | Myra Juerga<br>(209) 401-6126    |
| <b>Business Manager</b> | Lupe<br>Talamantes<br>(408) 361-1960     | Michelle Arriaga<br>(650) 868-8714   | Nancy Ortiz<br>(408) 712-9297       | Joanna Diaz<br>(415) 680-5240    | Susana Cazares<br>(209) 594-9595 |
| <b>Parent Liaison</b>   | N/A                                      | N/A                                  | N/A                                 | N/A                              | Cindy Valenzuela                 |
| <b>Dean of Culture</b>  | Vacant                                   | Maria de Solorzano<br>(408) 791-1700 | Mayra Anaya<br>(858) 405-0573       | Nancy Barahona<br>(510) 447-9198 | N/A                              |



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

|                                                                   |     | <b>Flagship</b>                                 | <b>Mount Pleasant</b> | <b>Stockton</b> | <b>West Contra Costa</b> |
|-------------------------------------------------------------------|-----|-------------------------------------------------|-----------------------|-----------------|--------------------------|
| <b>Fire</b>                                                       | 911 | 408-277-8911                                    | 408-277-8911          | 209- 937-8801   | 510-307-8031             |
| <b>Ambulance</b>                                                  | 911 | 911                                             | 911                   | 911             | 911                      |
| <b>Police</b>                                                     | 911 | 408-277-8911                                    | 408-277-8911          | 209-937-8377    | 510-233-1214             |
| <b>Gas</b>                                                        | 911 | 800-277-8911                                    | 800-743-5000          | 209-468-3090    | 804-646-4646             |
| <b>Electric</b>                                                   | 911 | 800-743-5000                                    | 800-743-5000          | 800-743-5000    | 855-285-5503             |
| <b>Water</b>                                                      | 911 | 408-279-7900                                    | 408-279-7900          | 209-249-4600    | 855-285-5503             |
| <b>Gang Hotline</b>                                               | 911 | 408-293-GANG                                    |                       | 209-937-7151    | 804-646-5387             |
| <b>County<br/>Emergency<br/>Services</b>                          | 911 | 408-885-6229<br>1-800-SUICIDE<br>1-800-273-TALK |                       | 209-953-6200    | 804-333-5089             |
| <b>Crisis Response<br/>Team</b>                                   | 911 | 408-279-3312                                    |                       | 209-468-8686    | 803-788-6448             |
| <b>Poison Control<br/>Center Link</b>                             | 911 | 1-800-222-1222                                  |                       |                 |                          |
| <b>County Dept. Of<br/>Environment<br/>Health</b>                 | 911 | 408-918-3400                                    |                       | 209-468-3420    | 804- 646-3153            |
| <b>CA Emergency<br/>Mgmt. Agency<br/>State Warning<br/>Center</b> | 911 | 1-800-852-7550                                  |                       |                 |                          |
| <b>EMQ Mobile<br/>Crisis Team</b>                                 | 911 | 408-379-9085                                    |                       | 209-468-8686    | 800-412-7474             |
| <b>Crisis Unit</b>                                                | 911 | 408-294-0579                                    |                       |                 | 1-800-273-8255           |

SJPD Liaison: Officer Corey Green, Badge #3226, (408) 690-2178, email; [3226@SANJOSECA.GOV](mailto:3226@SANJOSECA.GOV)  
Pinole Police Department (510) 724-8950  
Stockton Police Department

J. Homeland Security Advisory Recommendations

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SEVERE<br>(Red)      | <ul style="list-style-type: none"> <li>☒ <i>Complete all recommended actions at lower levels.</i></li> <li>☒ Follow local and/or federal government instructions (listen to radio/TV).</li> <li>☒ Be alert and immediately report suspicious activity to designated <b>Homeland Security Resident Agent (760-353-9090)</b>.</li> <li>☒ Close school if recommended to do so by appropriate authorities.</li> <li>☒ Activate emergency operations plan.</li> <li>☒ Restrict school access to essential personnel.</li> <li>☒ Cancel outside activities and field trips.</li> <li>☒ Provide mental health services to anxious students and staff</li> <li>☒ 100% identification check (i.e. driver's license retained at front office) and escort anyone entering school other than students, staff and faculty.</li> </ul> |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| HIGH<br>(Orange)     | <ul style="list-style-type: none"> <li>☒ <i>Complete all recommended actions at lower levels.</i></li> <li>☒ Be alert and immediately report suspicious activity to designated <b>Homeland Security Resident Agent (760-353-9090)</b>.</li> <li>☒ Review emergency procedures and supplies.</li> <li>☒ Assign staff to monitor entrances at all times.</li> <li>☒ Place school emergency response teams on standby alert status.</li> <li>☒ Address children's fears concerning possible emergency.</li> <li>☒ Update parents on preparedness efforts.</li> <li>☒ Prepare to handle inquiries from anxious parents and media.</li> </ul>                                                                                                                                                                                  |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| ELEVATED<br>(Yellow) | <ul style="list-style-type: none"> <li>☒ <i>Complete all recommended actions at lower levels.</i></li> <li>☒ Be alert and immediately report suspicious activity to designated <b>Homeland Security Resident Agent (760-353-9090)</b>.</li> <li>☒ Review crisis response plans with school staff.</li> <li>☒ Test alternative communications capabilities.</li> <li>☒ Ensure all emergency supplies are stocked and ready.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                     |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| GUARDED<br>(Blue)    | <ul style="list-style-type: none"> <li>☒ <i>Complete all recommended actions at lower level.</i></li> <li>☒ Be alert and immediately report suspicious activity to designated <b>Homeland Security Resident Agent (760-353-9090)</b>.</li> <li>☒ Provide safety training to staff and practice emergency drills pursuant to school emergency procedures.</li> <li>☒ Review security measures and communications plan and update emergency contact information.</li> <li>☒ Review emergency supplies and supplement as necessary.</li> <li>☒ Inventory and restock emergency supplies</li> </ul>                                                                                                                                                                                                                           |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| LOW<br>(Green)       | <ul style="list-style-type: none"> <li>☒ Assess and update school emergency operations plans/procedures.</li> <li>☒ Discuss updates to school and local emergency operations plans with emergency responders.</li> <li>☒ Review duties and responsibilities of emergency response team members.</li> <li>☒ Conduct training and drills.</li> <li>☒ Conduct 100% visitor ID check.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

### 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: \_\_\_\_\_

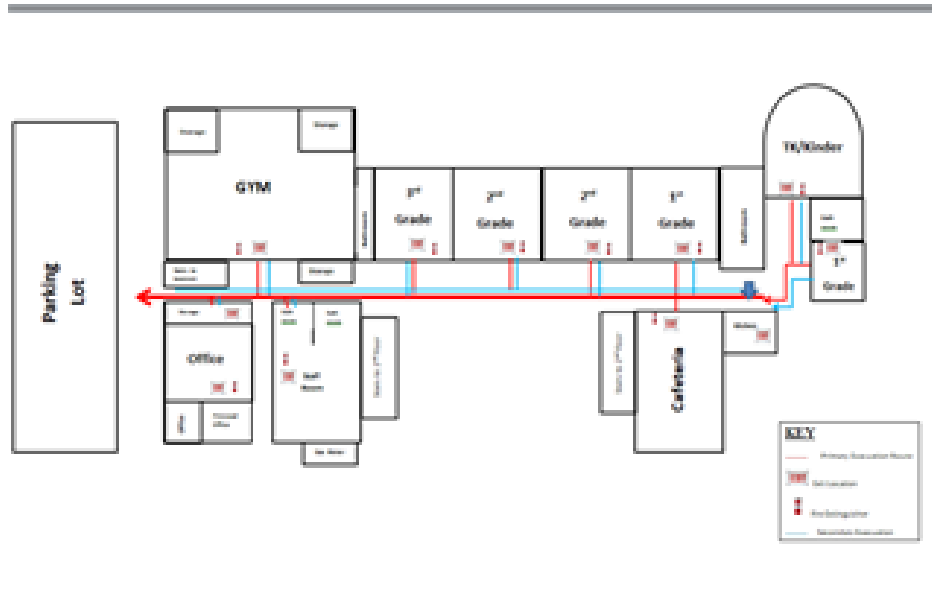
- Map or diagram of campus with evacuation sites marked
- Staff emergency vest(s) of appropriate color (if required)
- Student/staff emergency cards/roster
- Student/staff attendance for current day
- Student/staff sign out sheet (not official)
- Appropriate facility keys
- Latex gloves in zip lock bag
- 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

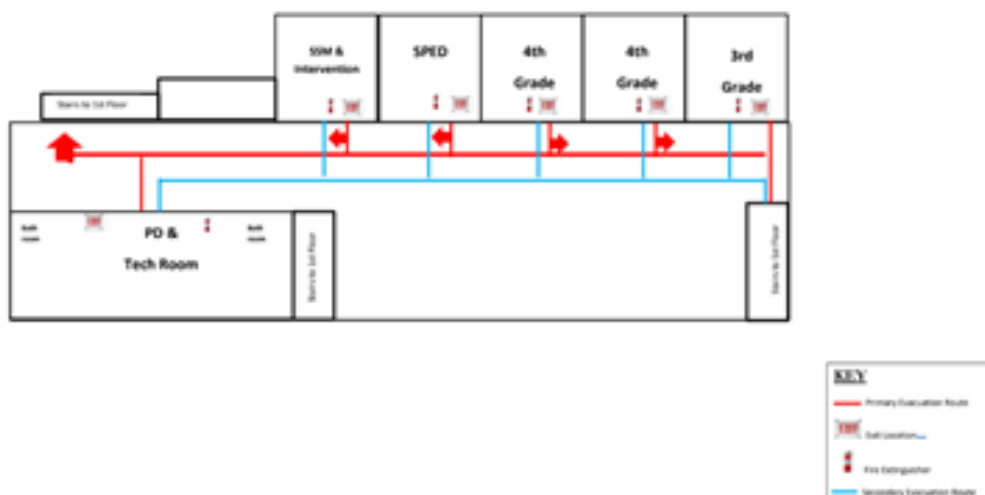
### Voices College Bound Language Academy-

#### West Contra Costa Evacuation Map

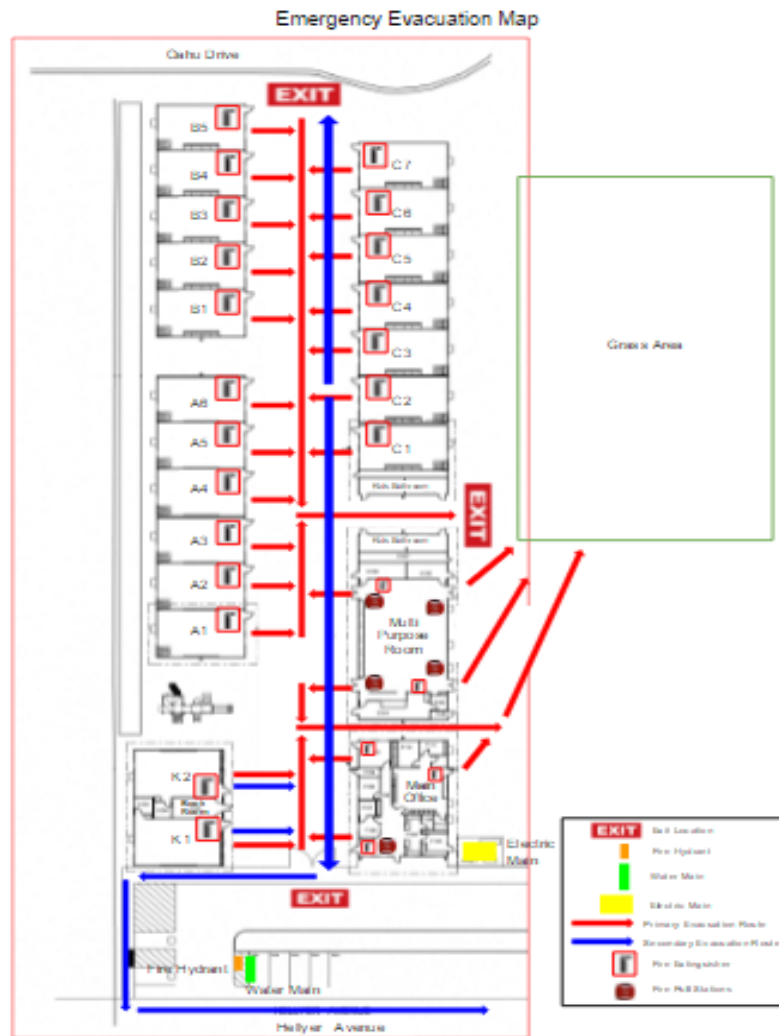
#### First Floor



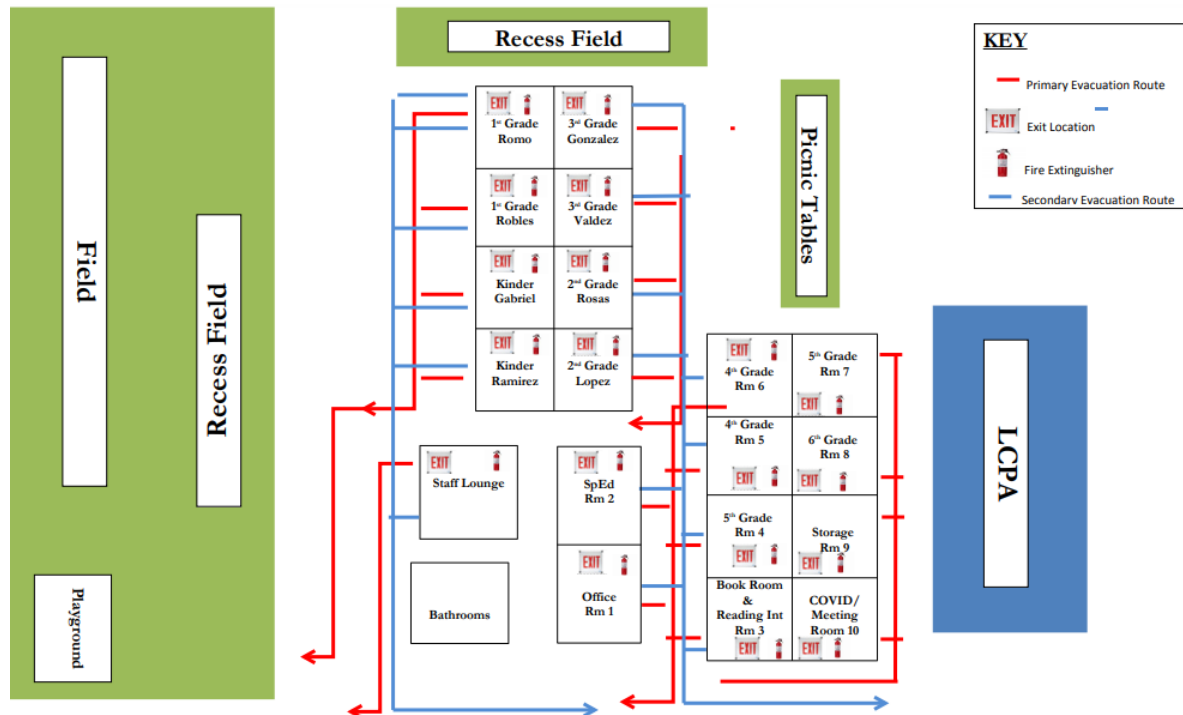
#### Second Floor



## Voices College Bound Language Academy- Franklin McKinley Evacuation Map



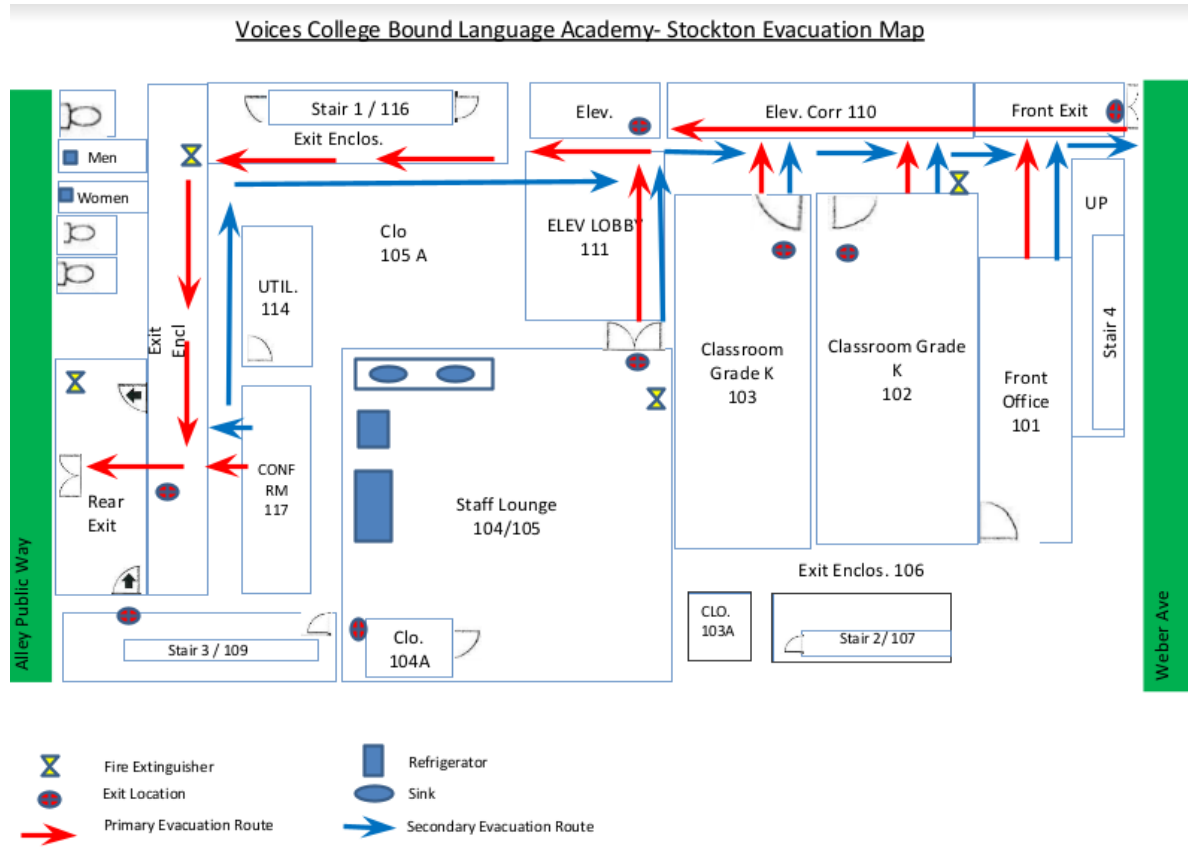
## Voices College Bound Language Academy- Mt. Pleasant Evacuation Map



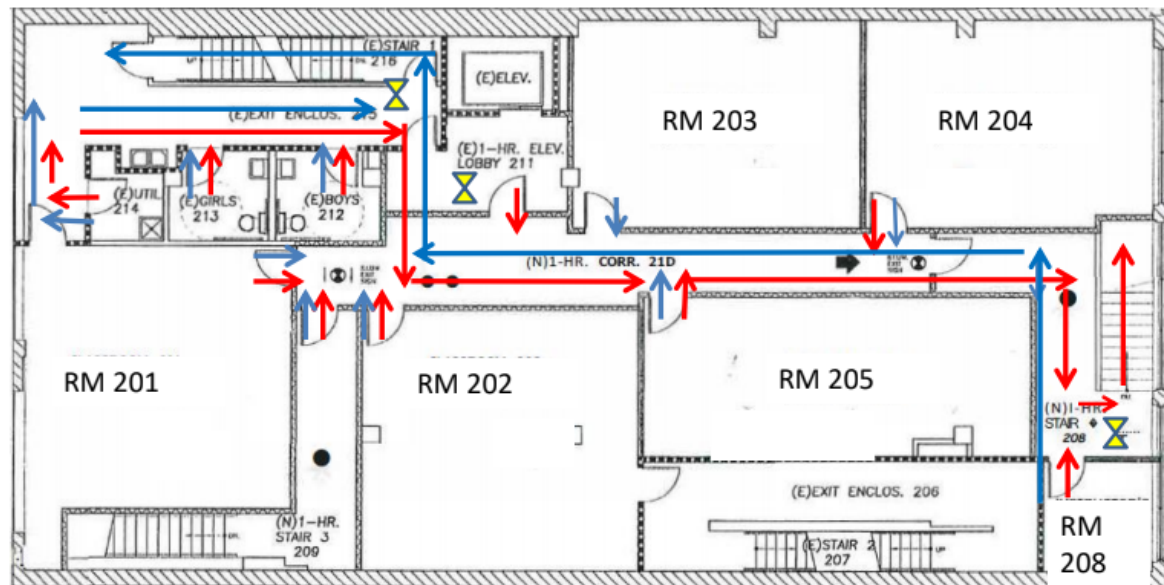


## Voices College-Bound Language Academy - Stockton Evacuation Map

### First Floor



## Second Floor



-  Fire Extinguisher
-  Primary Evacuation Route
-  Alternate Evacuation Route

## M. Telephone Bomb Threat Reporting Procedure

### **Instructions:**

- f* Be Calm & Courteous
- f* Listen & do not interrupt the caller
- f* 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):***

- f* What time will bomb go off:
- f* Where is it located:
- f* What kind of bomb is it:

f What kind of package is it in: \_\_\_\_\_

f What is your name & address: \_\_\_\_\_

**Call the Police / Notify your supervisor immediately**

#### N. Safety Drill Schedule

##### **Mount Pleasant Drill Schedule:**

| <b><u>Fire Drills</u></b> | <b><u>Earthquake Drills</u></b> | <b><u>Code Red Drills</u></b> |
|---------------------------|---------------------------------|-------------------------------|
| October 5, 2022           | November 10, 2022               | November 30, 2022             |
| January 11, 2023          | February 1, 2023                | March 8, 2023                 |
| April 5, 2023             | May 3, 2023                     | May 25, 2023                  |

##### **Flagship Drill Schedule:**

| <b><u>Fire Drills</u></b> | <b><u>Earthquake Drills</u></b> | <b><u>Code Red Drills</u></b> |
|---------------------------|---------------------------------|-------------------------------|
| October 6, 2022           | November 15, 2022               | December 1, 2022              |
| January 12, 2023          | February 2, 2023                | March 9, 2023                 |
| April 6, 2023             | May 4, 2023                     | May 26, 2023                  |

**West Contra Costa Drill Schedule:**

| <b><u>Fire Drills</u></b> | <b><u>Earthquake Drills</u></b> | <b><u>Code Red Drills</u></b> |
|---------------------------|---------------------------------|-------------------------------|
| October 7, 2022           | November 16, 2022               | December 2, 2022              |
| January 13, 2023          | February 3, 2023                | March 10, 2023                |
| April 7, 2023             | May 5, 2023                     | May 31, 2023                  |

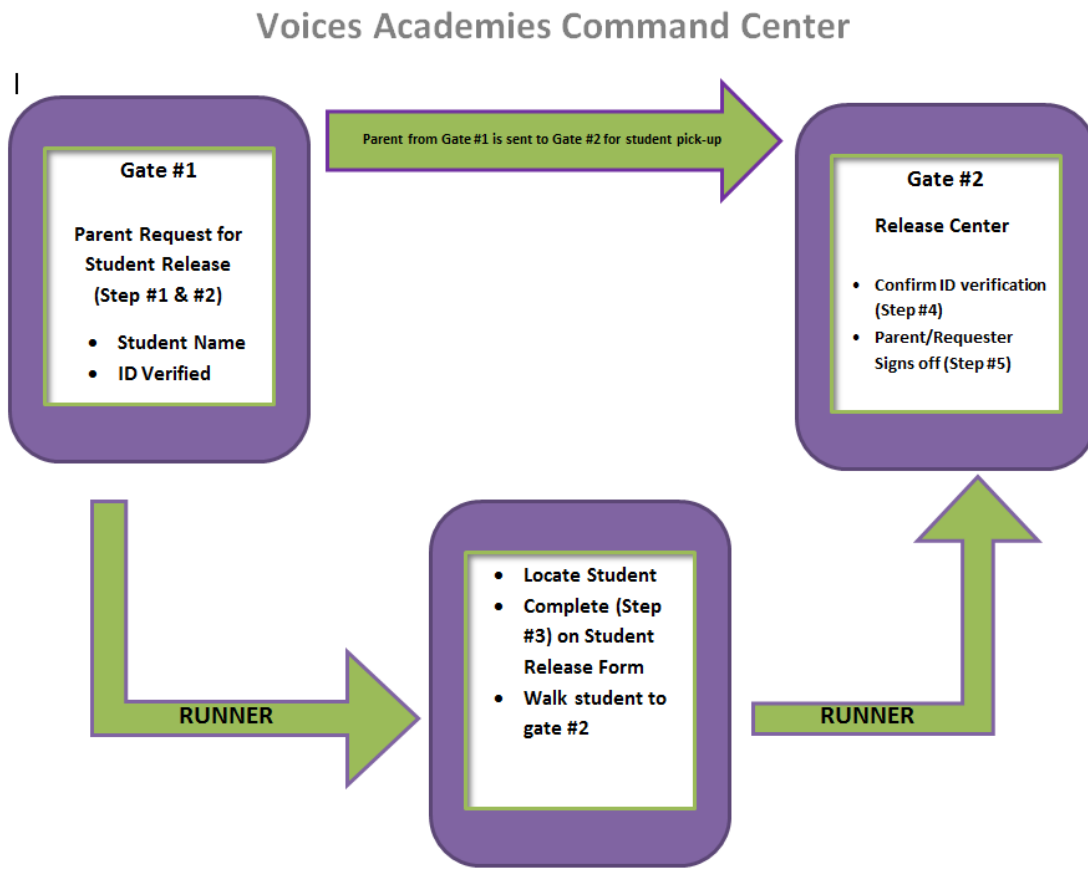
**Stockton Drill Schedule:**

| <b><u>Fire Drills</u></b> | <b><u>Earthquake Drills</u></b> | <b><u>Code Red Drills</u></b> |
|---------------------------|---------------------------------|-------------------------------|
| October 6, 2022           | November 15, 2022               | December 1, 2022              |
| January 12, 2023          | February 2, 2023                | March 9, 2023                 |
| April 6, 2023             | May 4, 2023                     | May 26, 2023                  |

O. Student Release/Runner Form

| <b>Student Release/Runner Form</b><br><b>To be Taken by Runner</b>                                                                                                                                                                                                                    |                                                                                                                                                                                                                                          |   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Completed by<br>Parent/Guardian<br>at Release Gate #1                                                                                                                                                                                                                                 | Student Last Name _____ First Name _____<br>Grade _____ Teacher (if known) _____<br>Name of Person Picking up Student: _____<br>Relationship to Student: _____                                                                           | 1 |
| Completed by<br>Request Gate #1                                                                                                                                                                                                                                                       | Name on Release Form? (circle one) Yes No <u>List number or other ID type below</u><br>Photo ID/Driver's License Checked <input type="checkbox"/><br>Other Photo ID Verified <input type="checkbox"/><br>Verified by (Staff only): _____ | 2 |
| <b>*Parent to go to Release Gate #2 and wait for student</b>                                                                                                                                                                                                                          |                                                                                                                                                                                                                                          |   |
| Completed by<br>Holding Area<br>Staff                                                                                                                                                                                                                                                 | Student Status:    _____ Sent with Runner    _____ Absent<br>_____ First Aid Station    _____ Missing<br>Other Notes: _____                                                                                                              | 3 |
| <b>*If student is absent or missing, runner takes form to incident commander or assigned counselor/staff</b><br><b>**If student is located, runner to accompany student to release gate with form</b><br><b>***Runner to give form to Release Gate #2 personnel to complete Box 4</b> |                                                                                                                                                                                                                                          |   |
| Completed by<br>Release Gate #2                                                                                                                                                                                                                                                       | Name of Person Picking Up is same as Box #1 <input type="checkbox"/><br>Photo ID/Driver's License Checked <input type="checkbox"/><br>Checked by (staff only): _____                                                                     | 4 |
| <b>*Parent – Requester completes the following once student has been located and taken to release gate #2:</b>                                                                                                                                                                        |                                                                                                                                                                                                                                          |   |
| Completed by<br>Parent/Requester at<br>Release Gate #2                                                                                                                                                                                                                                | Requester Signature _____<br>Destination/Phone: _____<br>Address: _____<br>Time of Release: _____ Date: _____                                                                                                                            | 5 |

## P. Command Center Chart



## Coversheet

### Approve 22-23 Bell Schedules for Voices FS, WCC, MP, and Stockton

|                          |                                                                                                                                            |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Section:</b>          | III. Board Business: Consent Items                                                                                                         |
| <b>Item:</b>             | H. Approve 22-23 Bell Schedules for Voices FS, WCC, MP, and Stockton                                                                       |
| <b>Purpose:</b>          | Vote                                                                                                                                       |
| <b>Submitted by:</b>     |                                                                                                                                            |
| <b>Related Material:</b> | 22-23 WCC Bell Schedule (1).pdf<br>_Voices Stockton Bell Schedule.22-23.docx<br>MP Bell Schedule 22-23.docx<br>FM Bell Schedule 22-23.docx |



**Voices College-Bound Language Academy (WCC)**  
**Bell Schedule SY 22-23**

| <b>Regular Day Schedule</b>                                                                                                                                                                                                                                                | <b>Minimum Day Schedule</b>                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Kinder Regular Day</b><br>8:00-9:25 (85)<br>9:25 - 9:40 Recess (15)<br>9:40-11:00 (80)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Enrichment <60><br>12:30-2:05 (95)<br>2:05-2:20 Snack Recess (15)<br>2:20-4:00 Dismissed (105)                                          | <b>Kinder Minimum Day</b><br>8:00-9:25 (85)<br>9:25 - 9:40 Recess (15)<br>9:40-11:00 (80)<br>11:00-11:30 Lunch <30><br>11:30-12:30 (60)        |
| <b>First Grade Regular Day</b><br>8:00-9:25 (85)<br>9:25 - 9:40 Recess (15)<br>9:40-11:00 (80)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Enrichment <60><br>12:30-1:45 (75)<br>1:45-2:00 Snack Recess <15><br>2:00-4:00 Dismissed (120)                                     | <b>First Grade Minimum Day</b><br>8:00-9:25 (85)<br>9:25 - 9:40 Recess (15)<br>9:40-11:00 (80)<br>11:00-11:30 Lunch <30><br>11:30-12:30 (60)   |
| <b>Second Grade Regular Day</b><br>8:00-9:40 (100)<br>9:40 - 9:55 Recess <15><br>9:55-11:00 (65)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Enrichment <60><br>12:30-1:45 (75)<br>1:45 - 2:00 Snack Recess <15><br>2:00 - 4:00 Dismissed (120)                               | <b>Second Grade Minimum Day</b><br>8:00-9:40 (100)<br>9:40 - 9:55 Recess <15><br>9:55-11:00 (65)<br>11:00-11:30 Lunch <30><br>11:30-12:30 (60) |
| <b>Third Grade Regular Day</b><br>8:00-9:40 (100)<br>9:40 - 9:55 Recess <15><br>9:55-11:00 (65)<br>11:00-11:30 Enrichment <30><br>11:30-12:00 Lunch <30><br>12:00-12:30 Enrichment <30><br>12:30-1:30 (60)<br>1:30 - 1:45 Snack Recess <15><br>1:45 - 4:00 Dismissed (135) | <b>Third Grade Minimum Day</b><br>8:00-9:40 (100)<br>9:40 - 9:55 Recess <15><br>9:55-11:30 (95)<br>11:30-12:00 Lunch <30><br>12:0-12:30 (30)   |

|                                                                                                                                                                                                                                                                               |                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Fourth Grade Regular Day</b><br>8:00-9:10 (70)<br>9:10 - 9:25 Recess <15><br>9:25-11:00 (95)<br>11:00-11:30 Enrichment <30><br>11:30-12:00 Lunch <30><br>12:00-12:30 Enrichment <30><br>12:30-1:30 (60)<br>1:30 - 1:45 Snack Recess <15><br>1:45 -4:00 Dismissed (135)     | <b>Fourth Grade Minimum Day</b><br>8:00-9:10 (70)<br>9:10 - 9:25 Recess <15><br>9:25-11:30 (125)<br>11:30-12:00 Lunch <30><br>12:00-12:30 (30)      |
| <b>Fifth Grade Regular Day</b><br>8:00-9:10 (70)<br>9:10 - 9:25 Recess <15><br>9:25-11:00 (95)<br>11:00-11:30 Enrichment <30><br>11:30-12:00 Lunch <30><br>12:00-12:30 Enrichment <30><br>12:30-1:30 (60)<br>1:30 - 1:45 Snack Recess <15><br>1:45 -4:00 Dismissed (135)      | <b>Fifth Grade Minimum Day</b><br>8:00-9:10 (70)<br>9:10 - 9:25 Recess <15><br>9:25-11:30 (125)<br>11:30-12:00 Lunch <30><br>11:30-12:30 (60)       |
| <b>Sixth Grade Regular Day</b><br>8:00-10:00 (120)<br>10:00 - 10:10 Recess <10><br>10:10-11:00 (50)<br>11:00-11:30 Enrichment <30><br>11:30-12:00 Lunch <30><br>12:00-12:30 Enrichment <30><br>12:30-2:05 (95)<br>2:05 - 2:20 Snack Recess <15><br>2:20 -4:00 Dismissed (100) | <b>Sixth Grade Minimum Day</b><br>8:00-10:00 (120)<br>10:00 - 10:10 Recess <10><br>10:10-11:30 (80)<br>11:30-12:00 Lunch <30><br>12:00 - 12:30 (30) |

Spreadsheet color coded with the time and location of recess and snack - if rainy day, classes stay in class like the previous years

[2022-2023 recess and snack schedule](#)



## 11Voices College-Bound Language Academy Stockton Bell Schedule SY 22-23

| Regular Day Schedule                                                                                                                                                                                                                                                                  | Minimum Day Schedule                                                                                                                                         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TK/Kinder/ First Grade<br/>Regular Day</b><br>8:00-9:50 (110)<br>9:50-10:05 Recess <15><br>10:05-11:00 (55)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Enrichment <60><br>12:30-2:15 (105)<br>2:15-2:30 <i>Snack</i> Recess <15><br>2:30-4:00 Dismissed (90)                         | <b>TK/Kinder/ First Grade<br/>Minimum Day</b><br>8:00-9:50 (110)<br>9:50-10:05 Recess <15><br>10:05-11:00 (55)<br>11:00-11:30 Lunch <30><br>11:30-12:30 (60) |
| <b>Second/Third Grade<br/>Regular Day</b><br>8:00-9:20 (80)<br>9:20-9:35 Recess <15><br>9:35-11:00 (85)<br>11:00-11:40 Enrichment <40><br>11:40-12:10 Lunch <30><br>12:10-12:30 Enrichment <20><br>12:30-2:00 (90)<br>2:00-2:15 <i>Snack</i> Recess <15><br>2:15-4:00 Dismissed (105) | <b>Second/Third Grade<br/>Minimum Day</b><br>8:00-9:20 (80)<br>9:20-9:35 Recess <15><br>9:35-11:40 (125)<br>11:40-12:10 Lunch <30><br>12:10-12:30 (20)       |

|              |         |     |      |      |      |         |         |         |     |
|--------------|---------|-----|------|------|------|---------|---------|---------|-----|
| 3-5<br>50:50 | Spanish |     |      |      |      | English |         |         |     |
| 2<br>60:40   | Spanish |     |      |      |      | English |         |         |     |
| 1<br>70:30   | Spanish |     |      |      |      |         | English |         |     |
| K<br>80:20   | Spanish |     |      |      |      |         |         | English |     |
|              | 8am     | 9am | 10am | 11am | 12pm | 1pm     | 2pm     | 3pm     | 4pm |



**Kept original below for reference DO NOT USE**

## Bell Schedule SY 22-23

| Regular Day Schedule                                                                                                                                                                                                                  | Minimum Day Schedule                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>TK/Kinder Regular Day</b><br>8:00-9:50 (110)<br>9:50-10:05 Recess (15)<br>10:05-11:00 (55)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Enrichment <60><br>12:30-2:15 (105)<br>2:15-2:30 Snack Recess (15)<br>2:30-4:00 Dismissed (90) | <b>TK/Kinder Minimum Day</b><br>8:00-9:50 (110)<br>9:50-10:05 Recess (15)<br>10:05-11:00 (55)<br>11:00-11:30 Lunch <30><br>11:30-12:30 (60) |
| <b>First Grade Regular Day</b><br>8:00-9:35 (95)<br>9:35-9:50 Recess <15><br>9:50-11:00 (70)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Enrichment <60><br>12:30-1:45 (75)<br>1:45-2:00 Snack Recess <15><br>2:00-4:00 Dismissed (120)  | <b>First Grade Minimum Day</b><br>78:00-9:35 (95)<br>9:35-9:50 Recess <15><br>9:50-11:00 (70)<br>11:00-11:30 Lunch <30><br>11:30-12:30 (60) |
| <b>Second Grade Regular Day</b><br>8:00-9:20 (80)<br>9:20-9:35 Recess <15><br>9:35-11:00 (85)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Enrichment <60><br>12:30-2:00 (90)<br>2:00-2:15 Snack Recess <15><br>2:15-4:00 Dismissed (105) | <b>Second Grade Minimum Day</b><br>8:00-9:20 (80)<br>9:20-9:35 Recess <15><br>9:35-11:00 (85)<br>11:00-11:30 Lunch <30><br>11:30-12:30 (60) |

## Voices College-Bound Language Academy (Mount Pleasant) Bell Schedule SY 22-23

| Regular Day Schedule                                                                                                                                                                                                                      | Minimum Day Schedule                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Kinder Regular Day</b><br>8:00-9:25 (85)<br>9:25-9:40 Recess (15)<br>9:40-11:00 (80)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Enrichment <60><br>12:30-2:00 (90)<br>2:00-2:15 Snack Recess (15)<br>2:15-4:00 Dismissed (105)           | <b>Kinder Minimum Day</b><br>8:00-9:25 (85)<br>9:25-9:40 Recess (15)<br>9:40-11:00 (80)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Dismissed (60)         |
| <b>First Grade Regular Day</b><br>8:00-9:40 (100)<br>9:40-9:55 Recess <15><br>9:55-11:00 (65)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Enrichment <60><br>12:30-1:45 (75)<br>1:45-2:00 Snack Recess <15><br>2:00-4:00 Dismissed (120)     | <b>First Grade Minimum Day</b><br>8:00-9:40 (100)<br>9:40-9:55 Recess <15><br>9:55-11:00 (65)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Dismissed (60)   |
| <b>Second Grade Regular Day</b><br>8:00-9:25 (85)<br>9:25-9:40 Recess <15><br>9:40-11:00 (80)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Enrichment <60><br>12:30-1:45 (75)<br>1:45-2:00 Snack Recess <15><br>2:00 -4:00 Dismissed (120)    | <b>Second Grade Minimum Day</b><br>8:00-9:25 (85)<br>9:25-9:40 Recess <15><br>9:40-11:00 (80)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Dismissed (60)   |
| <b>Third Grade Regular Day</b><br>8:00-9:45 (105)<br>9:45-10:00 Recess <15><br>10:00-11:00 (60)<br>11:00-11:30 Enrichment <30><br>11:30-12:00 Lunch <30><br>12:00-12:30 Enrichment <30><br>12:30-1:45 (75)<br>1:45-2:00 Snack Recess <15> | <b>Third Grade Minimum Day</b><br>8:00-9:45 (105)<br>9:45-10:00 Recess <15><br>10:00-11:00 (60)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Dismissed (60) |

|                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2:00-4:00 Dismissed (120)</b>                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                     |
| <b>Fourth Grade Regular Day</b><br>8:00-9:45 (105)                      9:45-<br>10:00 Recess <15>                      10:00-<br>11:00 (60)                      11:00-<br>11:30 Enrichment <30><br>11:30-12:00 Lunch <30><br>12:00-12:30 Enrichment<br><30> 12:30-1:30 (60)<br>1:30 - 1:45 Snack Recess <15><br>1:45-4:00 Dismissed (135) | <b>Fourth Grade Minimum Day</b><br>8:00-9:45 (105)                      9:45-<br>10:00 Recess <15> 10:00-11:00<br>(60)                      11:00-11:30<br>Lunch <30><br>11:30-12:30 Dismissal (60) |
| <b>Fifth Grade Regular Day</b><br>8:00-9:30 (90)<br>9:30-9:45 Recess <15><br>9:45-11:00 (75)<br>11:00-11:30 Enrichment <30><br>11:30-12:00 Lunch <30><br>12:00-12:30 Enrichment <30><br>12:30-1:45 (75)<br>1:45-2:00 Snack Recess <15><br>2:00 - 4:00 Dismissed (120)                                                                       | <b>Fifth Grade Minimum Day</b><br>8:00-9:30 (90)<br>9:30-9:45 Recess <15><br>9:45-11:30 (105)<br>11:30-12:00 Lunch <30><br>12:00-12:30 Dismissal (30)                                               |

| <b>Sixth-Eighth Grade Regular Day</b> |              |              |                   |
|---------------------------------------|--------------|--------------|-------------------|
|                                       | <b>Start</b> | <b>End</b>   | <b>Minutes</b>    |
| <b>Block 1</b>                        | <b>8:00</b>  | <b>10:00</b> | <b>(120)</b>      |
| <b>Break</b>                          | <b>10:00</b> | <b>10:10</b> | <b>&lt;10&gt;</b> |
| <b>Block 2</b>                        | <b>10:10</b> | <b>11:00</b> | <b>(50)</b>       |
| <b>Enrichment</b>                     | <b>11:00</b> | <b>11:55</b> | <b>&lt;55&gt;</b> |
| <b>Lunch</b>                          | <b>11:55</b> | <b>12:30</b> | <b>&lt;35&gt;</b> |
| <b>Block 2</b>                        | <b>12:30</b> | <b>1:45</b>  | <b>(75)</b>       |
| <b>Snack</b>                          | <b>1:45</b>  | <b>2:00</b>  | <b>&lt;15&gt;</b> |
| <b>Block 3</b>                        | <b>2:00</b>  | <b>4:00</b>  | <b>(120)</b>      |

| <b>Sixth-Eighth Grade Minimum Day</b> |              |              |                   |
|---------------------------------------|--------------|--------------|-------------------|
|                                       | <b>Start</b> | <b>End</b>   | <b>Minutes</b>    |
| <b>Block 1</b>                        | <b>8:00</b>  | <b>9:15</b>  | <b>(75)</b>       |
| <b>Block 2</b>                        | <b>9:15</b>  | <b>10:30</b> | <b>(75)</b>       |
| <b>Break</b>                          | <b>10:30</b> | <b>10:40</b> | <b>&lt;10&gt;</b> |
| <b>Block 3</b>                        | <b>10:40</b> | <b>11:30</b> | <b>(50)</b>       |
| <b>Lunch</b>                          | <b>11:30</b> | <b>12:00</b> | <b>&lt;30&gt;</b> |

|                |              |              |             |
|----------------|--------------|--------------|-------------|
| <b>Block 3</b> | <b>12:00</b> | <b>12:30</b> | <b>(30)</b> |
|----------------|--------------|--------------|-------------|

## Voices College-Bound Language Academy (Flagship) Bell Schedule SY 22-23

| Regular Day Schedule                                                                                                                                                                                                                      | Minimum Day Schedule                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Kinder Regular Day</b><br>8:00-9:25 (85)<br>9:25-9:40 Recess (15)<br>9:40-11:00 (80)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Enrichment <60><br>12:30-2:00 (90)<br>2:00-2:15 Snack Recess (15)<br>2:15-4:00 Dismissed (105)           | <b>Kinder Minimum Day</b><br>8:00-9:25 (85)<br>9:25-9:40 Recess (15)<br>9:40-11:00 (80)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Dismissed (60)         |
| <b>First Grade Regular Day</b><br>8:00-9:40 (100)<br>9:40-9:55 Recess <15><br>9:55-11:00 (65)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Enrichment <60><br>12:30-1:45 (75)<br>1:45-2:00 Snack Recess <15><br>2:00-4:00 Dismissed (120)     | <b>First Grade Minimum Day</b><br>8:00-9:40 (100)<br>9:40-9:55 Recess <15><br>9:55-11:00 (65)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Dismissed (60)   |
| <b>Second Grade Regular Day</b><br>8:00-9:25 (85)<br>9:25-9:40 Recess <15><br>9:40-11:00 (80)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Enrichment <60><br>12:30-1:45 (75)<br>1:45-2:00 Snack Recess <15><br>2:00 -4:00 Dismissed (120)    | <b>Second Grade Minimum Day</b><br>8:00-9:25 (85)<br>9:25-9:40 Recess <15><br>9:40-11:00 (80)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Dismissed (60)   |
| <b>Third Grade Regular Day</b><br>8:00-9:45 (105)<br>9:45-10:00 Recess <15><br>10:00-11:00 (60)<br>11:00-11:30 Enrichment <30><br>11:30-12:00 Lunch <30><br>12:00-12:30 Enrichment <30><br>12:30-1:45 (75)<br>1:45-2:00 Snack Recess <15> | <b>Third Grade Minimum Day</b><br>8:00-9:45 (105)<br>9:45-10:00 Recess <15><br>10:00-11:00 (60)<br>11:00-11:30 Lunch <30><br>11:30-12:30 Dismissed (60) |



|                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>2:00-4:00 Dismissed (120)</b>                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                     |
| <b>Fourth Grade Regular Day</b><br>8:00-9:45 (105)                      9:45-<br>10:00 Recess <15>                      10:00-<br>11:00 (60)                      11:00-<br>11:30 Enrichment <30><br>11:30-12:00 Lunch <30><br>12:00-12:30 Enrichment<br><30> 12:30-1:30 (60)<br>1:30-1:45 Snack Recess <15><br>1:45-4:00 Dismissed (135) | <b>Fourth Grade Minimum Day</b><br>8:00-9:45 (105)                      9:45-<br>10:00 Recess <15> 10:00-11:00<br>(60)                      11:00-11:30<br>Lunch <30><br>11:30-12:30 Dismissal (60) |
| <b>Fifth Grade Regular Day</b><br>8:00-9:30 (90)<br>9:30-9:45 Recess <15><br>9:45-11:00 (75)<br>11:00-11:30 Enrichment <30><br>11:30-12:00 Lunch <30><br>12:00-12:30 Enrichment <30><br>12:30-1:30 (65)<br>1:30-1:45 Snack Recess <15><br>1:45 - 4:00 Dismissed (135)                                                                     | <b>Fifth Grade Minimum Day</b><br>8:00-9:30 (90)<br>9:30-9:45 Recess <15><br>9:45-11:30 (105)<br>11:30-12:00 Lunch <30><br>12:00-12:30 Dismissal (30)                                               |

| <b>Sixth-Eighth Grade Regular Day</b> |              |              |                   |
|---------------------------------------|--------------|--------------|-------------------|
|                                       | <b>Start</b> | <b>End</b>   | <b>Minutes</b>    |
| <b>Block 1</b>                        | <b>8:00</b>  | <b>10:00</b> | <b>(120)</b>      |
| <b>Break</b>                          | <b>10:00</b> | <b>10:10</b> | <b>&lt;10&gt;</b> |
| <b>Block 2</b>                        | <b>10:10</b> | <b>11:00</b> | <b>(50)</b>       |
| <b>Enrichment</b>                     | <b>11:00</b> | <b>11:55</b> | <b>&lt;55&gt;</b> |
| <b>Lunch</b>                          | <b>11:55</b> | <b>12:30</b> | <b>&lt;35&gt;</b> |
| <b>Block 2</b>                        | <b>12:30</b> | <b>1:45</b>  | <b>(75)</b>       |
| <b>Snack</b>                          | <b>1:45</b>  | <b>2:00</b>  | <b>&lt;15&gt;</b> |
| <b>Block 3</b>                        | <b>2:00</b>  | <b>4:00</b>  | <b>(120)</b>      |

| <b>Sixth-Eighth Grade Minimum Day</b> |              |              |                   |
|---------------------------------------|--------------|--------------|-------------------|
|                                       | <b>Start</b> | <b>End</b>   | <b>Minutes</b>    |
| <b>Block 1</b>                        | <b>8:00</b>  | <b>9:15</b>  | <b>(75)</b>       |
| <b>Block 2</b>                        | <b>9:15</b>  | <b>10:30</b> | <b>(75)</b>       |
| <b>Break</b>                          | <b>10:30</b> | <b>10:40</b> | <b>&lt;10&gt;</b> |
| <b>Block 3</b>                        | <b>10:40</b> | <b>11:30</b> | <b>(50)</b>       |
| <b>Lunch</b>                          | <b>11:30</b> | <b>12:00</b> | <b>&lt;30&gt;</b> |

|                |              |              |             |
|----------------|--------------|--------------|-------------|
| <b>Block 3</b> | <b>12:00</b> | <b>12:30</b> | <b>(30)</b> |
|----------------|--------------|--------------|-------------|

## Coversheet

### Bank and Credit Card Authorizations (FS, MH, MP, WCC, ST)

|                          |                                                                                         |
|--------------------------|-----------------------------------------------------------------------------------------|
| <b>Section:</b>          | III. Board Business: Consent Items                                                      |
| <b>Item:</b>             | I. Bank and Credit Card Authorizations (FS, MH, MP, WCC, ST)                            |
| <b>Purpose:</b>          | Vote                                                                                    |
| <b>Submitted by:</b>     |                                                                                         |
| <b>Related Material:</b> | Credit_Card_Policy_Adopt.10_13_2016.docx.pdf<br>Fiscal_Policies_Revised_12_01_2021.docx |

Voices College-Bound Language Academies  
Credit Card Policy Approved Users 22-23

## CMO:

PrimaryExecutive Director: **Frances Teso** Limit: \$15,000.00DesigneeBookkeeper: **Tania Barron** Limit: \$10,000COO **Lizzette Ramirez** Limit: \$5,000

## School Sites:

## Flagship:

PrimaryPrincipal: Oscar Staton Limit: \$5,000DesigneeBusiness Manager: Lupe Talamantes Limit: \$5,000ExecutiveCEO: Frances Teso Limit: \$15,000

## Morgan Hill:

PrimaryPrincipal: Vicky Lopez Limit: \$10,000DesigneeBusiness Manager: Michelle Arriaga Limit: \$5,000ExecutiveCEO: Frances Teso Limit: \$16,000

## Mt. Pleasant:

PrimaryPrincipal: Christina Deberry Limit: \$10,000DesigneeBusiness Manager: Nancy Ortiz Limit: \$5,000ExecutiveCEO: Frances Teso Limit: \$15,000

## WCC:

Primary

Principal: \_\_\_\_\_ Limit: \_\_\_\_\_

DesigneeBusiness Manager: Joanna Diaz Limit: \$5,000ExecutiveCEO: Frances Teso Limit: \$15,000

## Stockton:

PrimaryPrincipal: Myra Jauregui Limit: \$5,000DesigneeBusiness Manager: Susana Cazares Limit: \$5,000

Approval: \_\_\_\_\_

Executive Director

Date

\_\_\_\_\_  
Controller\_\_\_\_\_  
Date

**Appendix A**  
Bank Authorized Signatures  
Fiscal Year '22 \_ \_ 23 \_

Fiscal Year: '22-'23\_\_      Board Treasurer: \_\_\_\_\_ Approval Acknowledgement

**Charter Management Office**

Primary: Frances Teso

Secondary: Servando Sandoval (Checks over \$15,000)

**Voices College-Bound Language Academy**

Primary: Frances Teso

Secondary: Servando Sandoval  
(Checks over \$5,000)

**Voices College-Bound Language Academy at Morgan Hill**

Primary: Frances Teso

Secondary: Servando Sandoval (Checks over \$5,000)

**Voices College-Bound Language Academy at Mt. Pleasant**

Primary: Frances Teso

Secondary: Servando Sandoval  
(Checks over \$5,000)

**Voices College-Bound Language Academy at West Contra Costa County**

Primary: Frances Teso

Secondary: Servando Sandoval \_\_\_\_\_  
(Checks over \$5,000)

**Voices College-Bound Language Academy at Stockton**

Primary: Frances Teso

Secondary: Servando Sandoval(Checks over \$5,000)

# Coversheet

## Approve 401K Plan Consent

|                          |                                                                   |
|--------------------------|-------------------------------------------------------------------|
| <b>Section:</b>          | III. Board Business: Consent Items                                |
| <b>Item:</b>             | J. Approve 401K Plan Consent                                      |
| <b>Purpose:</b>          | Vote                                                              |
| <b>Submitted by:</b>     |                                                                   |
| <b>Related Material:</b> | Voices College-Bound Language Academies 401(k) Plan - Consent.pdf |

**VOICES COLLEGE-BOUND LANGUAGE ACADEMIES  
FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of Voices College-Bound Language Academies (the "Employer").

With respect to the amendment and restatement of the Voices College-Bound Language Academies 401(k) Plan (the "Plan"), the following resolutions are hereby adopted:

**RESOLVED:** That the Plan be amended and restated effective 01/01/2022, in the form attached hereto, which Plan is hereby adopted and approved;

**RESOLVED FURTHER:** That the appropriate officers of the Employer be, and they hereby are, authorized and directed to execute the Plan on behalf of the Employer;

**RESOLVED FURTHER:** That Frances Teso is hereby retained as the Trustee of the Plan; and

**RESOLVED FURTHER:** That the officers of the Employer be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Frances Teso

# Coversheet

## Approve CARS Application

|                          |                                              |
|--------------------------|----------------------------------------------|
| <b>Section:</b>          | III. Board Business: Consent Items           |
| <b>Item:</b>             | K. Approve CARS Application                  |
| <b>Purpose:</b>          | Vote                                         |
| <b>Submitted by:</b>     |                                              |
| <b>Related Material:</b> | 2022-23_Application_for_Funding_-_Voices.pdf |



Voices College Bound Language Academy at Stockton (39 68676 0139907)

Status: Certified  
Saved by: Dena Koren  
Date: 8/16/2022 9:15 AM**2022–23 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

|                                                                                                                                 |     |
|---------------------------------------------------------------------------------------------------------------------------------|-----|
| By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year | Yes |
|---------------------------------------------------------------------------------------------------------------------------------|-----|

**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

|                                                                                                                                                                                                             |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year | No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|

**Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

|                                                                                           |     |
|-------------------------------------------------------------------------------------------|-----|
| <b>Title I, Part A (Basic Grant)</b><br>ESSA Sec. 1111et seq.<br>SACS 3010                | Yes |
| <b>Title II, Part A (Supporting Effective Instruction)</b><br>ESEA Sec. 2104<br>SACS 4035 | Yes |
| <b>Title III English Learner</b><br>ESEA Sec. 3102<br>SACS 4203                           | Yes |
| <b>Title III Immigrant</b><br>ESEA Sec. 3102<br>SACS 4201                                 | No  |
| <b>Title IV, Part A (Student and School Support)</b><br>ESSA Sec. 4101<br>SACS 4127       | Yes |

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Voices College-Bound Language Academy (43 69450 0113662)

Status: Certified  
Saved by: Dena Koren  
Date: 8/16/2022 9:12 AM**2022–23 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

|                                                                                                                                 |     |
|---------------------------------------------------------------------------------------------------------------------------------|-----|
| By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year | Yes |
|---------------------------------------------------------------------------------------------------------------------------------|-----|

**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

|                                                                                                                                                                                                             |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year | No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|

**Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

|                                                                                           |     |
|-------------------------------------------------------------------------------------------|-----|
| <b>Title I, Part A (Basic Grant)</b><br>ESSA Sec. 1111et seq.<br>SACS 3010                | Yes |
| <b>Title II, Part A (Supporting Effective Instruction)</b><br>ESEA Sec. 2104<br>SACS 4035 | Yes |
| <b>Title III English Learner</b><br>ESEA Sec. 3102<br>SACS 4203                           | Yes |
| <b>Title III Immigrant</b><br>ESEA Sec. 3102<br>SACS 4201                                 | No  |
| <b>Title IV, Part A (Student and School Support)</b><br>ESSA Sec. 4101<br>SACS 4127       | Yes |

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Voices College-Bound Language Academy at Morgan Hill (43 10439 0131748)

Status: Certified  
Saved by: Dena Koren  
Date: 8/16/2022 9:13 AM**2022–23 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

|                                                                                                                                 |     |
|---------------------------------------------------------------------------------------------------------------------------------|-----|
| By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year | Yes |
|---------------------------------------------------------------------------------------------------------------------------------|-----|

**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

|                                                                                                                                                                                                             |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year | No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|

**Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

|                                                                                           |     |
|-------------------------------------------------------------------------------------------|-----|
| <b>Title I, Part A (Basic Grant)</b><br>ESSA Sec. 1111et seq.<br>SACS 3010                | Yes |
| <b>Title II, Part A (Supporting Effective Instruction)</b><br>ESEA Sec. 2104<br>SACS 4035 | Yes |
| <b>Title III English Learner</b><br>ESEA Sec. 3102<br>SACS 4203                           | Yes |
| <b>Title III Immigrant</b><br>ESEA Sec. 3102<br>SACS 4201                                 | No  |
| <b>Title IV, Part A (Student and School Support)</b><br>ESSA Sec. 4101<br>SACS 4127       | Yes |

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Voices College-Bound Language Academy at Mt. Pleasant (43 10439 0132530)

Status: Certified  
Saved by: Dena Koren  
Date: 8/16/2022 9:14 AM**2022–23 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

|                                                                                                                                 |     |
|---------------------------------------------------------------------------------------------------------------------------------|-----|
| By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year | Yes |
|---------------------------------------------------------------------------------------------------------------------------------|-----|

**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

|                                                                                                                                                                                                             |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year | No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|

**Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

|                                                                                           |     |
|-------------------------------------------------------------------------------------------|-----|
| <b>Title I, Part A (Basic Grant)</b><br>ESSA Sec. 1111et seq.<br>SACS 3010                | Yes |
| <b>Title II, Part A (Supporting Effective Instruction)</b><br>ESEA Sec. 2104<br>SACS 4035 | Yes |
| <b>Title III English Learner</b><br>ESEA Sec. 3102<br>SACS 4203                           | Yes |
| <b>Title III Immigrant</b><br>ESEA Sec. 3102<br>SACS 4201                                 | No  |
| <b>Title IV, Part A (Student and School Support)</b><br>ESSA Sec. 4101<br>SACS 4127       | Yes |

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

**California Department of Education****Consolidated Application**Voices College-Bound Language Academy at West Contra Costa County (07  
61796 0136903)Status: Certified  
Saved by: Dena Koren  
Date: 8/16/2022 9:14 AM**2022–23 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

|                                                                                                                                 |     |
|---------------------------------------------------------------------------------------------------------------------------------|-----|
| By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year | Yes |
|---------------------------------------------------------------------------------------------------------------------------------|-----|

**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

|                                                                                                                                                                                                             |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year | No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|

**Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

|                                                                                           |     |
|-------------------------------------------------------------------------------------------|-----|
| <b>Title I, Part A (Basic Grant)</b><br>ESSA Sec. 1111et seq.<br>SACS 3010                | Yes |
| <b>Title II, Part A (Supporting Effective Instruction)</b><br>ESEA Sec. 2104<br>SACS 4035 | Yes |
| <b>Title III English Learner</b><br>ESEA Sec. 3102<br>SACS 4203                           | Yes |
| <b>Title III Immigrant</b><br>ESEA Sec. 3102<br>SACS 4201                                 | No  |
| <b>Title IV, Part A (Student and School Support)</b><br>ESSA Sec. 4101<br>SACS 4127       | Yes |

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

## Coversheet

### Approve Revised Suspension and Expulsion Policies and Procedures Policy

**Section:** III. Board Business: Consent Items  
**Item:** L. Approve Revised Suspension and Expulsion Policies and Procedures Policy  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Suspension and Expulsion Policies and Procedures Policy 09\_12\_2022.pdf

Student

### Suspension And Expulsion Policies and Procedures

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

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

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

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

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

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

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and wellbeing of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to

## Student

amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

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

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

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

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until



## Student

the Charter School issues a final decision. As used herein, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

The Charter School does not anticipate any substantive change to implementation of its student suspension and expulsion policies and procedures due to a temporary multi-site environment.

### A. Grounds for Suspension and Expulsion of Students

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

### B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

## Student

- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For

## Student

the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
  - s) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
  - t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
  - 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    - i. A message, text, sound, video, or image.
    - ii. A post on a social network Internet Web site including, but not limited to:

## Student

- (a) 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.
  - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) 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.
  - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) 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.
- iii. An act of cyber sexual bullying.
  - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - (b) For purpose of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) 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.
- u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).
- v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no

## Student

reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property which includes but

## Student

is not limited to, electronic files and databases.

- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of

## Student

purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (€) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
  - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
    - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
    - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
    - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
    - iv. Causing a reasonable student to experience substantial interference



## Student

with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

- 2) “Electronic Act” means the creation and transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
  - i. A message, text, sound, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) 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.
    - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) 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.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) 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.
  - iii. An act of cyber sexual bullying.
    1. For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    2. For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on



Student

the Internet or is currently posted on the Internet.

- u) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a).
  - v) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
  - b) Brandished a knife at another person.
  - c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
  - d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

## Student

- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

## 1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal’s designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(c)(5)(J)(i)e. This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

## 2. Notice to Parents/Guardians

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

Student

delay.

### 3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or Principal's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing.

In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

### 4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

## D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled by an Administrative Panel following a hearing before it, and preceded by a recommendation for expulsion from the Principal. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil or a

## Student

Board member of the Charter School's governing board. The Administrative Panel may expel any student found to have committed an expellable offense.

A student and his or her parent/guardian may appeal an expulsion decision by the Administrative Panel to the Charter School's Board, which will make the final determination.

### E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the pupil has committed an expellable offense and recommends the student for expulsion.

The Administrative Panel will hold a hearing on the case, and will make a determination whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

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

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

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

## Student

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in

Student

another place communicated to the hearing room by means of closed-circuit television.

10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

#### G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

#### H. Presentation of Evidence

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

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact. The final decision by the Administrative Panel shall be made within ten (10) school days following the conclusion of the hearing.

If the Administrative Panel decides not to expel, the pupil shall immediately be returned to his/her educational program.

#### I. Written Notice to Expel

The Principal or designee, following a decision of the Administrative Panel to expel, shall send written notice of the decision to expel, including the Administrative Panel's adopted findings of



## Student

fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

## J. Disciplinary Records

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

## K. Right to Appeal

Parents/Guardians may appeal the expulsion decision of the Administrative Panel by making a written request and submitting it to the Board within fifteen (15) school days of the expulsion decision. The student will be considered suspended until a Board meeting is convened (within thirty (30) days), at which time the parent(s)/guardian(s) must attend to present their appeal. Reasonable accommodations will be made, and language support offered, for students and parents/guardians who wish to appeal. Following the appeal hearing, the Board will make a final decision based on the information presented at the appeal hearing by the parent(s)/guardian(s) (or student aged 18 or over) and information from the original expulsion hearing. The Principal or designee will send written notice to the student or parent/guardian of the Board's decision within seven (7) calendar days of the appeal hearing. The Charter School Board's decision to uphold the Administrative Panel's decision to expel shall be final.

## L. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

## M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

## N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school

## Student

district or charter school shall be in the sole discretion of the Board following a meeting with the Principal or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

## O. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

## P. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

### 1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or SELPA would be deemed to have knowledge that the student had a disability.

### 2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, (which could constitute a change of placement and the student's IEP would reflect this change) and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

### 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.



## Student

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### 4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely

## Student

to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

#### 5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

#### 6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

#### 7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.

Student

- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

# Coversheet

## Approve Revised Independent Studies Policy

|                          |                                               |
|--------------------------|-----------------------------------------------|
| <b>Section:</b>          | III. Board Business: Consent Items            |
| <b>Item:</b>             | M. Approve Revised Independent Studies Policy |
| <b>Purpose:</b>          | Vote                                          |
| <b>Submitted by:</b>     |                                               |
| <b>Related Material:</b> | Independent Study Policy_08.20.2022.docx.pdf  |

## Student

**INDEPENDENT STUDY POLICY**

Voices College-Bound Language Academies, which operates Voices College-Bound Language Academy, Voices College-Bound Language Academy at West Contra Costa, Voices College-Bound Language Academy at Stockton, Voices College-Bound Language Academy at Morgan Hill, and Voices College-Bound Language Academy at Mount Pleasant (collectively referred to herein as the “Charter School”) may offer independent study (“IS”) to meet the short- or long-term educational needs of pupils enrolled in the Charter School. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

No student is required to participate in IS. When possible, parents are to request IS no fewer than five (5) school days prior to the desired start of IS. In an extenuating circumstance (e.g., a serious illness, injury or family emergency), and with School Leader 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 College-Bound Language Academies Board of Directors for implementation at Charter School:

1. “Short-term” independent study as an optional alternative instructional strategy for the purpose of allowing students to achieve curriculum objectives is permitted during periods of absence of at least one (1) school day, not to exceed fourteen (14) cumulative school days per school year.
2. “Long-term” independent study is defined as independent study for fifteen (15) or more school days in one school year. As the Charter School offers classroom-based programming, long term independent study is intended to provide ongoing progress towards course objectives despite extenuating circumstances which may include but are not limited to health conditions which prevent participation in in-person instruction.
3. Short- and long-term independent study may be offered at the sole discretion of the School Leader (“SL”). Instances of when to provide IS:
  - Special assignments extending the content of regular courses of instruction.
  - Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum.
  - Continuing and special study during travel.
  - Volunteer community service activities and leadership opportunities that support and strengthen pupil achievement.
  - Individualized study for a pupil whose health would be put at risk by in-person instruction, as determined by the parent or guardian of the pupil, or a pupil who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance.

4. The SL's considerations may include, but are not limited to, budgetary, staffing and other operational considerations for their school.
5. Long-term independent study is available to Transitional Kindergarten through 8th grade students currently enrolled in the Charter School whose health would be put at risk by in-person instruction, as determined by a medical professional or the parent or guardian of the student. A limited number of independent study spaces will be available and therefore priority of available spaces will be determined by the criteria listed below. If interest in independent study exceeds the number of available spaces, a lottery will be conducted to determine enrollment in the program.
  - a. Medical condition of a student that would put them at a health risk by participating in in-person instruction, as verified by a doctor,
  - b. Medical condition of a student that would put them at a health risk by participating in in-person instruction, as attested to by parent or guardian,
  - c. Health concern of parent or guardian that cannot be remedied/addressed by the school
6. Students with disabilities may participate in IS if their Individual Education Plan ("IEP") team makes the decision that they can receive a free appropriate public education ("FAPE") in that setting.
7. For pupils in all grade levels and programs offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be five (5) school days.
8. The School Leader or designee has the right to deny requests should it be determined that independent study is not in the best academic interest of the student. The SL's considerations may include, but are not limited to, the student's current academic standing, the student's grade level, the timing during the grading period, the purpose of the absence for which independent study is requested, previous participation in independent study, and input from teachers, MTSS team or IEP team as applicable. The SL shall not deny a request for independent study on the basis of race, ethnicity, age, gender, mental or physical disability or on the basis of any other protected characteristic, either actual or perceived.
9. No independent study agreement shall be valid for any period longer than one (1) school year. The Charter School will consult with the student's parent or guardian to determine the appropriate length of time, and request, but not require, a commitment to participate in independent study that is aligned with the Charter School's grading term or other length of time deemed to be in the best academic interest of the student.
10. The School Leader or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:

- a. When any pupil fails to complete two (2) assignments during any period of five (5) school days.
- b. In the event a student's educational progress falls below satisfactory levels as determined by the Charter School's MTSS, SST or Tiered Engagement procedures which consider ALL of the following indicators:
  - i. The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
  - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
  - iii. Learning required concepts, as determined by the supervising teacher.
  - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.
  - v. Students' school attendance rates.
  - vi. Students' chronic absenteeism rates.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

11. The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction.
12. The Charter School has adopted tiered reengagement strategies\* for all pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar, pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span, or pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g). These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:
  - a. Verification of current contact information for each enrolled pupil;
  - b. Notification to parents or guardians of lack of participation within one school day of the absence or lack of participation;
  - c. Outreach from the Charter School to determine pupil needs including connection with health and social services as necessary, including , but not limited to referral to nurse, counselor, social worker, or other student support for case management and counseling, coordinate with protective services/child welfare services, law enforcement, courts, public health care agencies, or government agencies, or medical, mental health, and oral health providers to receive necessary services;

- d. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.
- 13. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction\*:
  - a. For pupils in transitional kindergarten through grade 3, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: students participating in long-term independent study will be enrolled in a live, daily, scheduled online class where they may engage with peers, and receive synchronous instruction and support. Instruction will be delivered in the form of video conferencing or other form of live communication between the pupil and the supervising teacher.
  - b. For pupils in grades 4-8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: students participating in long-term independent study will be enrolled in a live, daily, scheduled online class where they may engage with peers, and receive synchronous instruction and support.
- 14. For the purposes of this policy, "live interaction" means interaction between the pupil and certificated or non-certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including but not limited to wellness checks, progress monitoring, provision of services, and instruction. This live interaction may take place in-person, or in the form of internet or telephonic communication.
- 15. For the purposes of this policy, "synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher or teachers of record and the pupil.
- 16. The following plan shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five (5) instructional days:
  - a. The Charter School will alert front office staff and the pupil's teachers that the pupil will be returning to in-person instruction;
  - b. The Charter School will provide the pupil with their weekly schedule and any other necessary material;
  - c. The Charter School will check-in with the student, the morning of return, to ensure the pupil is ready for classes;
  - d. The Charter School will monitor the pupil's progress for two weeks and check-in with the pupil at least twice over the two-week period.



*\* The tiered reengagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families wish to return to in-person instruction shall not apply to pupils who participate in an independent study program for fewer than 15 schooldays in a school year and pupils enrolled in a comprehensive school for classroom-based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision. These sections shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.*

17. Voices shall maintain on file a written independent study master agreement for each student participating in IS. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:

- a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
- b. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
- c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
- d. A statement of the policies adopted pursuant to Education Code Section 51747, subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
- e. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
- f. 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 pupil upon completion.
- g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan

pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
  - i. For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. Beginning in the 2022–23 school year, for a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
    - Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.
18. The Charter School shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.
19. The Executive Director may establish regulations to implement these policies in accordance with the law.

20. 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 that 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.
21. 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.