Voices College-Bound Language Academies

Board Meeting

Date and Time

Thursday June 15, 2023 at 4:45 PM PDT

Location

6840 Via Del Oro #160 SJ, CA 95119
5168 Summerhill Dr, Oceanside, CA 92057
300 East 4th Street Austin, TX 78701
1365 Locust St. Denver CO, 80220
4313 Miranda Avenue Palo Alto CA 94306

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.

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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 durations 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 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 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 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 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
I.	**Opening Items**			**4:45 PM**

Opening Items

A. Record Attendance

B. Call the Meeting to Order — Servando Sandoval

C. Public Comment (on items not on the Agenda) — Servando Sandoval

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. Public Hearing to Review Local Control Accountability Plan (LCAP)

Pursuant to Education Code (EC) 52062(b)(1), school districts are required to hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed in the Local Control and Accountability land (LCAP). The public hearing shall be held at the same meeting as the public hearing for the Budget to be adopted as required by EC.

A. Annual Update for Developing the 2023-24 Local Control and Accountability Plans — FYI — Marie Moore

B. FS LCAP Hearing — Discuss — Servando Sandoval

The Board conducts a public hearing to allow the public to comment on the current LCAP plan and provide input on areas of focus as new funding becomes available.

The Board will subsequently approve these plans at the next Board meeting to be compliant with current law. The public hearing for each school will be held separately.

No individual presentation shall be more than 3 minutes and the total time for this purpose shall not exceed 15 minutes for each hearing. Ordinarily, Board members will not respond to presentations and no action can be taken.

C. MH LCAP Hearing — Discuss — Servando Sandoval

The Board conducts a public hearing to allow the public to comment on the current LCAP plan and provide input on areas of focus as new funding becomes available.

		Purpose	Presenter	Time

The Board will subsequently approve these plans at the next Board meeting to be compliant with current law. The public hearing for each school will be held separately.

No individual presentation shall be more than 3 minutes and the total time for this purpose shall not exceed 15 minutes for each hearing. Ordinarily, Board members will not respond to presentations and no action can be taken.

D. MP LCAP Hearing — Discuss — Servando Sandoval

The Board conducts a public hearing to allow the public to comment on the current LCAP plan and provide input on areas of focus as new funding becomes available.

The Board will subsequently approve these plans at the next Board meeting to be compliant with current law. The public hearing for each school will be held separately.

No individual presentation shall be more than 3 minutes and the total time for this purpose shall not exceed 15 minutes for each hearing. Ordinarily, Board members will not respond to presentations and no action can be taken.

E. Stockton LCAP Hearing — Discuss — Servando Sandoval

The Board conducts a public hearing to allow the public to comment on the current LCAP plan and provide input on areas of focus as new funding becomes available.

The Board will subsequently approve these plans at the next Board meeting to be compliant with current law. The public hearing for each school will be held separately.

No individual presentation shall be more than 3 minutes and the total time for this purpose shall not exceed 15 minutes for each hearing. Ordinarily, Board members will not respond to presentations and no action can be taken.

F. WCC LCAP Hearing — Discuss — Servando Sandoval

The Board conducts a public hearing to allow the public to comment on the current LCAP plan and provide input on areas of focus as new funding becomes available.

The Board will subsequently approve these plans at the next Board meeting to be compliant with current law. The public hearing for each school will be held separately.

		Purpose	Presenter	Time

No individual presentation shall be more than 3 minutes and the total time for this purpose shall not exceed 15 minutes for each hearing. Ordinarily, Board members will not respond to presentations and no action can be taken.

III. Public hearing for Arts, Music, and Instructional Materials (AMIM) Discretionary Block Grant

A.	AMIM for All Voices Schools (MP, MH, ST, FS, WCC)	Discuss		

A hearing will be held for AMIM for All Voices Schools (MP, MH, ST, FS, WCC)

IV. Board Business

A.	Review of Comparable Compensation Data for Charter School CEOs/Executive Directors/Heads of School	FYI		

V. Closed Session

A.	Public Employment Gov. Code § 54957 Title: Chief Executive Officer			

VI. Reconvene Open Session

A.	Report on action taken in closed session	FYI	Servando Sandoval	

VII. Board Business

A.	Oral report of executive compensation paid to the CEO	FYI		
B.	Approval of Employment Agreement for CEO	Vote		

VIII. Board Business

A.	Approve Declaration(s) of Need	Vote		

Submitted to our Board for Approval for the 2023-2024 Voices Academies School's Declaration of Need. The Declaration of Need (DON) is a staffing related document requiring annual Board Approval prior to submission to the Commission on Teacher Credentialing (CTC). The DON is a prerequisite to the issuance of any Emergency

		Purpose	Presenter	Time

Permit and/or Limited Assignment Permit for public school employers by the CTC. Assembly Bill 15-05 requires Charter Schools to issue the document annually effective the 2023-2024 academic year.

B. Use of Information Learned from Social Media Policy — Vote

IX. Consent Items

A. Approve Minutes — Approve Minutes — Servando Sandoval

Approve minutes for Board Meeting on June 5, 2023

B. Approve 2023-2024 Academic and Operations Calendar for MH, FM, MP, WCC and Stockton — Vote

C. Approve Contracts for 23-24 — Vote — Servando Sandoval

Achieve 3000
EdTec
B4Y Revolution Foods
Panorma Education
Paycom
Presence
STRS for FS, MP, and MH
Charter Safe

D. Approve New Policies — Vote

Universal Meals Program Policy
Service Animal Policy
Campus Search and Seizure Policy
Acceleration and Retention Policy
Student Success Team Policy

E. Approve Policy Revisions

Policies with recommended legal revisions:

Classroom- Based attendance Policy
Informal and Formal Community Complaint Resolution Procedures

	Purpose	Presenter	Time

Administration of Medication, Emergencies, and Head Lice Policy
Educational Records and Student Information Policy
Health Examinations and Immunizations
Student Dress Code Policy
Parent and Family Involvement Policy
AB 699 Immigration Policy
Uniform Complaint Policy and Procedures
Independent Study Policy
Student Use of Technology
Student Wellness Policy
Education For Foster and Mobile Youth Policy
Education for Homeless Children and Youth Policy
Section 504: Policy, Procedures, and Parent Rights Regarding Identification, Evaluation and Education
Education for English Language Learners Policy
Volunteer, Visitation, and Removal Policy
Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy
Suicide Prevention Policy
Special Education Policy
Professional Boundaries: Staff/Student Interaction Policy
Field Trip and Excursion Policy
Comprehensive Sexual Health Education Policy
Registered Sex Offender
Student Use of Technology
Constitutionally Protected Prayer
Admission and Enrollment -Stockton
Admission and Enrollment - West Contra Costa
Suspension and Expulsion Policy and Procedures: Morgan Hill
Suspension and Expulsion Policy and Procedures: West Contra Costa
Suspension and Expulsion Policy and Procedures: “flagship”
Suspension and Expulsion Policy and Procedures: Mount Pleasant
Suspension and Expulsion Policy and Procedures: Stockton

F. Approve Rescindment of Polices — Vote

The board will vote to approve the rescindment of obsolete polices, and polices incorporated into other polices or the Employee Handbook.

COVID-19 Face Covering and Return To Work Policy
Student Fees

		Purpose	Presenter	Time
	Preventing Sexual Abuse Faculty and Staff Complaint Holiday, Vacation and Leaves Personnel and Benefits Communication and Technology Health and Safety Requirements Standards of Conduct Policy Payroll, Work Hours and Compensation Conditions of Employment- External Communication			
G.	Approve the 23-24 Family Handbook	Vote		

X. Closing Items

A.	Adjourn Meeting	Vote	Servando Sandoval	

Coversheet

Review of Comparable Compensation Data for Charter School CEOs/Executive Directors/Heads of School

Section: IV. Board Business
Item: A. Review of Comparable Compensation Data for Charter School CEOs/Executive Directors/Heads of School
Purpose: FYI
Submitted by:
Related Material:
Board Report re Executive Compensation Comparability Study 4880-6225-3928 v.1.docx
Summary of Compensation and Survey Data for Chief Execuitve Officer.pdf

BOARD REPORT

VOICES COLLEGE-BOUND LANGUAGE ACADEMY

OPEN SESSION

JUNE 2023

TOPIC/AGENDA ITEM:

Executive Compensation Comparability Study

ISSUES INVOLVED/FISCAL IMPLICATIONS (IF ANY):

The California Nonprofit Integrity Act of 2004 mandates that the Board of Directors ("Board") review comparable executive compensation packages for educational executives upon any of the following events: (1) initially upon hiring the educational executive; or (2) whenever the executive's term of employment is renewed or extended; or (3) whenever the executive's compensation is modified, unless the modification extends to substantially all employees in the organization (see Government Code §12586(g)).

In connection with the Board's review of the Voices College-Bound Language Academy (the "School") CEO's employment agreement, the Board must meet this due diligence requirement by reviewing and adopting a comparability study.

This review is essential in order to protect the School (as a corporation) and the Board from IRS sanctions for "excess benefit transactions" and to establish a rebuttable presumption that the educational executive's compensation is reasonable. Thus, the Board must meet the criteria set out by the IRS for conducting this review prior to any of the above changes in employment occurring. This review must occur without the participation of any individuals who possesses a conflict of interest. Under the IRS regulations, any employees under the supervision of the CEO are automatically conflicted and must recuse themselves from any participation whatsoever in any aspect of this process.

Accordingly, staff has produced a compensation comparability study (attached) for the Board's review.

BOARD CHAIR'S RECOMMENDATION:

Based upon the above requirements, it is my recommendation that the Board review and accept the staff report reflecting comparable compensation.

Voices
College-Bound Language Academies

Summary of Compensation Survey Data for CEO

Staff Report

June 2023

Due Diligence

The Board must review comparable compensation practices to ensure compliance with IRS restrictions on excess compensation.

Summary of Findings

Summary includes compensation levels received by educational leaders in California Districts or high performing charter schools.

- The average compensation package is approximately $348,901.
- The range of base salary is $271,000 to $324,430.

Factors

Salaries can range based on many factors such as

- experience,
- tenure,
- student population,
- staff size, and
- location of charter school, etc.

COA

Salaries attained through the State Controller's Office or from the Internal Revenue Service or the EdFuel, KIPP, & CSGF Compensation Study were from the 2021 calendar year. Conservatively we have added 5% for each year to reach updated figures for the 2023-2024 school year.

- The average compensation package with inflation is approximately $383,791.
- The average base salary is $323,586.

23-24 School Year*

Making Waves Academy (Contra Costa County)	
CEO	
Total Compensation Package	**$388,833**
Base Salary	$317,273
Other Compensation (Benefits and Retirement)	$71,560
Saratoga Union Elementary (Santa Clara County)	
Superintendent	
Total Compensation Package	**$319,951**
Base Salary	$271,684
Other Compensation (Benefits and Retirement)	$48,267
Morgan Hill Unified (Santa Clara County)	
Superintendent	
Total Compensation Package	**$343,033**
Base Salary	$283,101
Other Compensation (Benefits and Retirement)	$59,932
Franklin McKinley Elementary (Santa Clara County)	
Superintendent	
Total Compensation Package	**$321,503**
Base Salary	$253,572
Other Compensation (Benefits and Retirement)	$67,931
Kipp Bay Area Schools (San Francisco, Santa Clara, and Alameda Counties)	
Total Compensation Package	**$338,636**
Base Salary	$314,957
Other Compensation (Benefits and Retirement)	$23,679
Equitas Academy Charter (Los Angeles County)	
CEO	
Total Compensation Package	**$381,448**
Base Salary	$324,430
Other Compensation (Benefits and Retirement)	$57,018

*21-22 salaries with added 5% for each year to reach updated figures for the 2023-2024 school year.

Voices College-Bound Language Academies

Coversheet

Oral report of executive compensation paid to the CEO

Section: VII. Board Business
Item: A. Oral report of executive compensation paid to the CEO
Purpose: FYI
Submitted by:
Related Material:
Board Report re Executive Compensation Comparability Study 4880-6225-3928 v.1.docx

BOARD REPORT

VOICES COLLEGE-BOUND LANGUAGE ACADEMY

OPEN SESSION

JUNE 2023

TOPIC/AGENDA ITEM:

Executive Compensation Comparability Study

ISSUES INVOLVED/FISCAL IMPLICATIONS (IF ANY):

The California Nonprofit Integrity Act of 2004 mandates that the Board of Directors ("Board") review comparable executive compensation packages for educational executives upon any of the following events: (1) initially upon hiring the educational executive; or (2) whenever the executive's term of employment is renewed or extended; or (3) whenever the executive's compensation is modified, unless the modification extends to substantially all employees in the organization (see Government Code §12586(g)).

In connection with the Board's review of the Voices College-Bound Language Academy (the "School") CEO's employment agreement, the Board must meet this due diligence requirement by reviewing and adopting a comparability study.

This review is essential in order to protect the School (as a corporation) and the Board from IRS sanctions for "excess benefit transactions" and to establish a rebuttable presumption that the educational executive's compensation is reasonable. Thus, the Board must meet the criteria set out by the IRS for conducting this review prior to any of the above changes in employment occurring. This review must occur without the participation of any individuals who possesses a conflict of interest. Under the IRS regulations, any employees under the supervision of the CEO are automatically conflicted and must recuse themselves from any participation whatsoever in any aspect of this process.

Accordingly, staff has produced a compensation comparability study (attached) for the Board's review.

BOARD CHAIR'S RECOMMENDATION:

Based upon the above requirements, it is my recommendation that the Board review and accept the staff report reflecting comparable compensation.

Coversheet

Approval of Employment Agreement for CEO

Section: VII. Board Business
Item: B. Approval of Employment Agreement for CEO
Purpose: Vote
Submitted by:
Related Material:
At-Will_Agreement_Template__Salaried-ADMIN - REDLINE 6.13.23 4882-1235-5434 v.1.pdf

AT-WILL EMPLOYMENT AGREEMENT Between
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES & [CANDIDATE]

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above named employee ("Employee") and the Governing Board ("Board") of the Voices College-Bound Language Academies ("Voices"), a California non-profit public benefit corporation operating public charter schools approved by the Franklin McKinley School District and Santa Clara County Office of Education and West Contra County School District and Stockton Unified School District (collectively referred to as the "Authorizers"). The Board desires to hire employee who will assist Voices in implementing its purposes, policies, and procedures and in achieving the goals and meeting the requirements of its operative charters. The parties recognize that Voices is not governed by the provisions of the California education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, Voices and Employee wish to enter into an employment relationship under the conditions set forth herein, the parties herby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. Voices operates charter schools that have been established and operate pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*. Voices' operative charters have been duly approved by the Authorizers, according to the laws of the State of California.

2. Pursuant to Education code section 47604, the charter schools Voices operates have elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-profit Public Benefit Corporation law of California (Part 2, commencing with section 5110 et seq. of the Corporation Code). As such, Voices is considered a separate legal entity from the Authorizers, which granted the respective charters. The Authorizers shall not be liable for any debts and obligations of Voices, and the employee signing below expressly recognizes that he/she is being employed by Voices and not the Authorizers.

3. Pursuant to Education Code section 47610, Voices must comply with all of the provisions set forth in its operative charters, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. Voices shall be deemed the exclusive public school employer of the employees at Voices for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. Duties

The Employee shall work in the position of **[Insert]**. Employee will perform such duties as Voices may reasonably assign and Employee will abide by all Voices policies and procedures as adopted and amended from time to time. Employee further agrees to abide by the provisions of the operative Voices' charter. A copy of the job description for the above position is attached hereto and incorporate by reference herein. These duties may be amended from time to time in the sole discretion of Voices.

2. **Work Schedule**

The work schedule for this position shall be **[full-time_part-time]** consisting of **[hours_worked]** hours per week. While Employee shall generally be available at Voices during this time period, the duties of this position may require work on weekends and before and after the regular hours of the work day.

Workdays for the employee shall be consistent with the applicable calendar of workdays for this position. The current year schedule is attached hereto and incorporated by reference herein.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with Voices.

3. **Compensation**

The Employee will receive an annual salary of **[$salary]**, paid monthly from which the Board shall withhold all statutory and other authorized deductions. Employee's compensation may be prorated depending on whether Employee remains employed, or in active work status, for all scheduled work days of the position. As an exempt employee, Employee shall not be eligible to earn overtime.

4. **Employee Benefits**

The Employee will be entitled to participate in designated employee benefit programs and plans established by Voices (subject to program and eligibility requirement) for the benefit of its employees, which from time to time may be amended and modified by Voices.

a. **Health/Retirement Benefits.** [Insert]

b. **Vacation Leave.** [INSERT] days per month. Vacation days may be used by Employee subject to the prior approval of the Board.

c. **Sick Leave.** Employee shall be entitled to [Insert] Sick days annually.

5. **Performance Evaluation**

The Employee shall receive periodic performance reviews conducted by his/her supervisor. At a minimum, performance evaluations will be conducted annually, on or about the anniversary date of employment with Voices. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Failure to evaluate Employee shall not prevent Voices from disciplining or dismissing Employee at-will in accordance with this Agreement.

6. **Employee Rights**

Employment rights and benefits for employment at Voices shall only be as specified in this Employment Agreement, Voices' operative charter(s), the Charter Schools Act, and Voices Employment Handbook, which from time to time may be amended and modified by Voices. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or State Board of Education. During the term of this Agreement, Employee shall not acquire or accrue tenure, or employment rights with Voices.

7. **Licensure**

The Employee understands that employment is contingent upon verification and maintenance of any applicable licensure credentials.

8. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written repost thereof within thirty-six (36) hours of receiving the information concerning the incident.

By executing this Agreement, the employee acknowledges he or she is a child care custodian and is certifying that he or she has knowledge of California Penal Code section 11166 and will comply with its provisions.

9. **Fingerprinting/TB Clearance**

Fingerprint clearance for Employee will be acquired through submitting Employee's fingerprints to the California Department of Justice. Employee will be required to assume the cost of all fees related to the fingerprinting process. Employee will be required to submit evidence from a health care provider that he/she was found to be free from active tuberculosis. Both clearances must be in place prior to the first day of service.

10. **Conflicts of Interest**

The Employee understands that, while employed at Voices, he or she will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his/her employment with Voices.

11. **Outside Professional Activities**

Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. Voices shall in no way be responsible for any expenses attendant to the performance of such outside activities.

12. **Expense Reimbursement**

Voices shall reimburse Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable Voices policy and authorization.

13. **Required Contract Provisions**

The following provisions are required to be included in this Agreement by the California Government Code:

a. **Limitations on Cash Settlement**

In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of Employee multiplied by twelve (12).

b. **Required Reimbursements**

Employee shall be required to reimburse Voices for any salary or fees she receives from Voices in relation to her placement on paid administrative leave pending criminal charges if she is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, Employee must reimburse Voices for any cash settlement she receives in relation to her termination if she is convicted of a crime involving the abuse of office/position.

C. EMPLOYMENT AT-WILL

Voices may terminate this agreement and Employee's employment at any time with or

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without cause, with or without advance notice, at Voices' sole and unreviewable discretion. Either party may immediately terminate this Agreement and Employee's employment upon written notice to the other party. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) without altering the at-will nature of employment.

The Employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of Voices. No one other than the Board has the authority to alter this Agreement, to enter into an agreement for a specified period of time, or to make any agreement contrary to the term of this agreement, and any such agreement must be in writing and must be signed by the Board of Voices and by the affected employee and must specifically state the intention to alter this "at-will" relationship.

D. GENERAL PROVISIONS

1. Waiver of Breach

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be constructed as a waiver of any subsequent breach.

2. Assignment

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. Governing Law

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. Partial Invalidity

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

E. Acceptance of Employment

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with Voices on the terms specified herein.

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2. All information I have provided to Voices related to my employment is true and accurate.

3. A copy of the job description and calendar are attached hereto.

4. This is the entire Agreement between Voices and me regarding the terms and conditions on my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee's Signature:_____ Date:_____

Employee's Name:_____

Voices Approval:

_____ Date: _____
Armando Arteaga
Director of Talent Acquisition

This Employment Agreement is subject to ratification and approval by the Governing Board of Voices.

Coversheet

Approve Declaration(s) of Need

Section: VIII. Board Business
Item: A. Approve Declaration(s) of Need
Purpose: Vote
Submitted by:
Related Material: Voices FS 23-24 Declaration_of_Need.pdf
Voices MH 23-24 Declaration_of_Need.pdf
Voices MP 23-24 Declaration_of_Need.pdf
Voices WCC 23-24 Declaration_of_Need.pdf
Voices Stockton 23-24 Declaration_of_Need.pdf

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023-2024

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Voices College-Bound Language Academy at Flagship District CDS Code: 69450 0113662

Name of County: Santa Clara County CDS Code: 43

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 06/15/23 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

Submitted by (Superintendent, Board Secretary, or Designee):

Name	Signature	Title
Marie Moore	DocuSigned by: Marie Moore 2A2F8B37EC54450...	Chief Growth & Community Engagement Officer

Fax Number	Telephone Number	Date
408-791-1609	408-791-1609	06/15/2023

Mailing Address: 6840 Via del Oro #160 San Jose, CA 95119

EMail Address: mmoore@voicescharterschool.com

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
Name	*Signature*	*Title*
_____	_____	_____
Fax Number	*Telephone Number*	*Date*

_____

Mailing Address

_____

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	1
Bilingual Authorization (applicant already holds teaching credential)	3
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	1
Teacher Librarian Services	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	
Special Education	1
TOTAL	2

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. There is not enough staff to support a District Intern program.

Does your agency participate in a Commission-approved college or university internship program? ☐ Yes ☒ No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

_____

_____

_____

If no, explain why you do not participate in an internship program.

There is not enough staff to participate in an internship program.

_____

_____

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023-2024

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Voices College-Bound Language Academy at Morgan Hill District CDS Code: 10439 0131748

Name of County: Santa Clara County CDS Code: 43

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 06/15/23 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

Submitted by (Superintendent, Board Secretary, or Designee):

Name	Signature	Title
Marie Moore	DocuSigned by: Marie Moore 2A2F8B37EC54450...	Chief Growth & Community Engagement Officer

Fax Number	Telephone Number	Date
408-791-1609	408-791-1609	06/15/2023

6840 Via del Oro #160 San Jose, CA 95119
Mailing Address

mmoore@voicescharterschool.com
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
Name	*Signature*	*Title*
_____	_____	_____
Fax Number	*Telephone Number*	*Date*

_____

Mailing Address

_____

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	1
Bilingual Authorization (applicant already holds teaching credential)	4
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	1
Teacher Librarian Services	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	
Special Education	1
TOTAL	2

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

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EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. There is not enough staff to support a District Intern program.

Does your agency participate in a Commission-approved college or university internship program? ☐ Yes ☒ No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

_____

_____

_____

If no, explain why you do not participate in an internship program.

There is not enough staff to participate in an internship program.

_____

_____

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023-2024

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Voices College-Bound Language Academy at Mount Pleasant District CDS Code: 10439 0132530

Name of County: Santa Clara County County CDS Code: 43

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 06/15/23 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

Submitted by (Superintendent, Board Secretary, or Designee):

Name	Signature	Title
Marie Moore	DocuSigned by: Marie Moore 2A2F8B37EC54450...	Chief Growth & Community Engagement Officer

Fax Number	Telephone Number	Date
408-791-1609	408-791-1609	06/15/2023

Mailing Address: 6840 Via del Oro #160 San Jose, CA 95119

EMail Address: mmoore@voicescharterschool.com

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
Name	*Signature*	*Title*
_____	_____	_____
Fax Number	*Telephone Number*	*Date*

_____

Mailing Address

_____

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	1
Bilingual Authorization (applicant already holds teaching credential)	8
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	1
Teacher Librarian Services	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	
Special Education	1
TOTAL	2

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

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EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. There is not enough staff to support a District Intern program.

Does your agency participate in a Commission-approved college or university internship program? ☐ Yes ☒ No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

_____

_____

_____

If no, explain why you do not participate in an internship program.

There is not enough staff to participate in an internship program.

_____

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State of California
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Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023 - 2024

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Voices College-Bound Language Academy at West Contra Costa District CDS Code: 61796 0136903

Name of County: Contra Costa County CDS Code: 07

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 06/15/2023 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

Submitted by (Superintendent, Board Secretary, or Designee):

Name	Signature	Title
Marie Moore	DocuSigned by: Marie Moore 2A9E8B37FC54450...	Chief Growth & Community Engagement Officer

Fax Number	Telephone Number	Date
408-791-1609	408-791-1609	06/15/2023

Mailing Address: 6840 Via del Oro #160 San Jose, CA 95119

EMail Address: mmoore@voicescharterschool.com

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

Powered by BoardOnTrack

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
Name	*Signature*	*Title*
_____	_____	_____
Fax Number	*Telephone Number*	*Date*

_____

Mailing Address

_____

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	2
Bilingual Authorization (applicant already holds teaching credential)	3
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	1
Teacher Librarian Services	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	1
TOTAL	1

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

Powered by BoardOnTrack

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

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- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. There is not enough staff to support a District Intern program.

Does your agency participate in a Commission-approved college or university internship program? ☐ Yes ☒ No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

_____

_____

_____

If no, explain why you do not participate in an internship program.

There is not enough staff to participate in an internship program.

_____

_____

State of California
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Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023-2024

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Voices College-Bound Language Academy at Stockton District CDS Code: 68676 0139907

Name of County: San Joaquin County CDS Code: 39

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 06/15/2023 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

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Submitted by (Superintendent, Board Secretary, or Designee):

Name	Signature	Title
Marie Moore	DocuSigned by: Marie Moore 2A2F8B37EC54450...	Chief Growth & Community Engagement Officer

Fax Number	Telephone Number	Date
408-791-1609	408-791-1609	06/15/2023

Mailing Address: 6840 Via del Oro #160 San Jose, CA 95119

EMail Address: mmoore@voicescharterschool.com

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County: San Joaquin County CDS Code: 39

Name of State Agency: _____

Name of NPS/NPA: _____ County of Location: _____

Powered by BoardOnTrack

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
Name	*Signature*	*Title*
_____	_____	_____
Fax Number	*Telephone Number*	*Date*

_____

Mailing Address

_____

EMail Address

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AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

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Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	1
Bilingual Authorization (applicant already holds teaching credential)	3
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	1
Teacher Librarian Services	

LIMITED ASSIGNMENT PERMITS

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Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	
Special Education	1
TOTAL	2

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

Powered by BoardOnTrack

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. Not enough staff to support a District Intern Program

Does your agency participate in a Commission-approved college or university internship program? ☐ Yes ☒ No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

_____

_____

_____

If no, explain why you do not participate in an internship program.

Not enough staff to participate in an internship program.

_____

_____

Coversheet

Use of Information Learned from Social Media Policy

Section: VIII. Board Business
Item: B. Use of Information Learned from Social Media Policy
Purpose: Vote
Submitted by:
Related Material:
Use of Information Learned From Social Media Policy (YMC Sample) (4883-4052-9248.v1).docx

Board Policy #: [INSERT]
Adopted/Ratified: [INSERT]
Revision Date: [INSERT]

[INSERT CHARTER SCHOOL LETTERHEAD]

USE OF INFORMATION LEARNED FROM SOCIAL MEDIA POLICY

Purpose

The Board of Directors of Voices College-Bound Language Academies ("Voices" or the "Charter School") recognizes the value of technology such as social media platforms to gather information that pertains directly to school and student safety. As such, the purpose of this Use of Information Learned From Social Media Policy ("Policy") is to comply with Education Code section 49073.6 regarding the Charter School's use of a program to gather or maintain in Voices' records any information about any enrolled students obtained from social media.

Definitions

For purposes of this Policy, the following terms have the following meanings:

- "Educational purposes" means for purposes that aid in instruction in the classroom or at home, or in classroom administration.

- "Social media" means an electronic service or account, or electronic content, including, but not limited to, videos, still photographs, blogs, video blogs, podcasts, instant and text messages, email, online services or accounts, or Internet Web site profiles or locations.

- "Social media" shall not include an electronic service or account used exclusively for educational purposes or primarily to facilitate creation of school-sponsored publications, such as a yearbook or student newspaper, under the direction or control of a school, teacher, or yearbook adviser.

Requirements and Limits on Monitoring Social Media

The Charter School shall do all of the following:

1. Gather or maintain only information that pertains directly to school safety or to student safety.

2. Provide a student with access to any information about the student gathered or maintained by the Charter School that was obtained from social media, and an opportunity to correct or delete such information.

3. Destroy information gathered from social media and maintained in its records within one (1) year after a student turns 18 years of age or within one (1) year after the student is no longer enrolled in the Charter School, whichever occurs first.

Notification of Parents/Guardians

Board Policy #: [INSERT]
Adopted/Ratified: [INSERT]
Revision Date: [INSERT]

The Charter School shall notify each parent or guardian of a student subject to the program governed by this Policy that the student's information is being gathered from social media and that any information subject to the program governed by this Policy maintained in the Charter School's records with regard to the student shall be destroyed within one (1) year after a student turns 18 years of age or within one (1) year after the student is no longer enrolled in the Charter School, whichever occurs first.

The notification shall include, but is not limited to: (a) an explanation of the process by which a student or a student's parent or guardian may access the student's records for examination of the information gathered or maintained pursuant to this Policy; and (b) an explanation of the process by which a student or a student's parent or guardian may request the removal of information or make corrections to information gathered or maintained pursuant to this Policy.

Removal or Correction of Records

A parent or eligible student may access their child's records for examination of the information gathered or maintained under program governed by this Policy. Following the inspection and review of a student's education record, a parent or eligible student may file a written request with the Executive Director to correct or remove any information in the student's education record that is any of the following:

(1) Inaccurate.
(2) Misleading.
(3) In violation of the privacy rights of the student.

The process for requesting removal or correction is as follows: The Charter School will follow its Educational Records and Student Information Policy in considering any request for correction or removal of information. A request to remove or correct any record does not guarantee a parent or eligible student a right to have the record removed or corrected. The Charter School will respond within thirty (30) days of the receipt of the request for removal or correction. The Charter School's response will be in writing and if the request for removal or correction is denied, the Charter School will set forth the reason for the denial and inform the parent or eligible student of their right to a hearing challenging the content of the education record. If the Executive Director sustains any or all of the allegations, the Executive Director 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.

Contracts with Third-Parties

Subject to future amendments of this Policy by the Board, the Charter School will not contract with a third party to gather information regarding an enrolled student from social media. If the Board amends this Policy to permit such a third-party contract, this Policy shall require the contract to comply fully with the provisions of Education Code section 49073.6 and any other applicable local, state, or federal law or implementing regulations.

4883-4052-9248, v. 1

Coversheet

Approve Minutes

Section: IX. Consent Items
Item: A. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on June 5, 2023

APPROVED

Voices College-Bound Language Academies

Minutes

Board Meeting

Date and Time
Monday June 5, 2023 at 6:15 PM

Location
6840 Via Del Oro #160 San Jose , CA 95119
Alternate Address
17800 Crest Ave. Morgan Hill, Ca 95037
41 Henderson Place, Palo Alto, CA 94306
4313 Miranda Ave. Palo Alto, CA 94306
2803 South Norton Ave, Los Angeles, CA 90018
1365 Locus St, Denver, CO 80220
512 Main Street, Fort Worth, TX 76102.
715 Hellyer Ave. San Jose, Ca 95111
14271 Story Rd. San Jose, Ca 95127
201 28th St, Richmond CA 94804
321 E. Weber St. Stockton CA95202
17000 Montery Rd. 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.

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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 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 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 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 o llame a Lizzette Ramirez a (408) 791-1609 Ex 1052 por lo menos 24 horas antes del inicio de la reunión.

Directors Present
A. Miller (remote), I. Connell (remote), J. Arciga (remote), J. Nguyen (remote), K. Wisckol, P. Carreño, S. Sandoval

Directors Absent
None

Directors who arrived after the meeting opened
P. Carreño

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 Monday Jun 5, 2023 at 6:18 PM.

C. Approve Order of Agenda

K. Wisckol made a motion to approve order of agenda.
I. Connell seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

P. Carreño	Absent
J. Arciga	Aye
A. Miller	Aye
K. Wisckol	Aye
S. Sandoval	Aye
I. Connell	Aye

Roll Call

J. Nguyen Aye

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

No public comment.

II. Closed Session

A. Public Employment

No public comment.
P. Carreño arrived.

III. Reconvene Open Session

A. A. PUBLIC EMPLOYMENT

The board took a roll call vote and unanimously approved the hiring of Aldo Ramirez as Voices CEO effective July 1, 2023.

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:42 PM.

Respectfully Submitted,
F. Teso
A. Miller made a motion to adjourn.
K. Wisckol seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

J. Arciga	Aye
A. Miller	Aye
S. Sandoval	Aye
P. Carreño	Aye
J. Nguyen	Aye
I. Connell	Aye
K. Wisckol	Aye

Coversheet

Approve 2023-2024 Academic and Operations Calendar for MH, FM, MP, WCC and Stockton

Section:	IX. Consent Items
Item:	B. Approve 2023-2024 Academic and Operations Calendar for MH, FM, MP, WCC and Stockton
Purpose:	Vote
Submitted by:	
Related Material:	DRAFT 23-24 Operations Calendar.pdf

Voices College-Bound Language Academies

DRAFT 2023-24 Operations Calendar

JULY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	39

AUGUST (4)						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER (19)						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER (21)						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER (19)						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER (11)						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

JANUARY (20)						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY (15)						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH (21)						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

APRIL (16)						
S	M	T	W	T	F	S
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY (22)						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE (7)						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

Holidays & Voices Network Events 2023-24

- Jul 31 — New Teacher Training
- Aug 14 — All Teacher Training
- Aug 21 — All Staff Meeting (OpsaPalooza)
- Aug 21 — AT Start Date
- Aug 28 — First Day of School (minimum day)
- Dec 18-Jan1 — Winter Break
- Oct 20 — Day of Practice 1 (1:00 pm to 4:00 pm)
- Jan 26 — Day of Practice 2 (1:00 pm to 4:00 pm)
- April 1-5 — Spring Break
- Facilitated Planning Days (students not in session)
- Jun 11 — Last Day of School (minimum day)
- # — Observed Holidays
- Teacher Work Days
- ROCI/Conferences/Minimum Days
- Wellness Days (minimum day)
- # — Days Off

Revised 3/27/2023 - not yet board approved

Coversheet

Approve Contracts for 23-24

Section: IX. Consent Items
Item: C. Approve Contracts for 23-24
Purpose: Vote
Submitted by:
Related Material:
2023-2024 ASM Master Contract Voices Mount Pleasant.pdf
VCBLA Nido LLC-SOW#2-Back Office Services-effective07.01.23.pdf
VOICES-Web-Based Service Access Agreement for SOW#4-06.07.pdf
Presence Learning 23-24 .pdf
VCBLA_Panorama_Student Success + Positive Behavior_23-26 (revised).docx.pdf
Voices College-Bound Language Academies Achieve3000 Literact and Smarty Ants Renewal 4.21.23.pdf
Voices-EdTec Services Renewal Proposal-20230531.pdf
23-24 Charter MOU_Flagship.pdf
23-24 Charter MOU_VoiceMP.pdf
23-24 Charter MOU_VoicesMH.pdf
RF-Voices 23-24 Vended Meals Renewal (2).docx (1) (1).pdf
Voices College-Bound Language .1238.CharterSAFEInvoice2324 (2).pdf
Paycom Invoice - Voices (1).pdf
Voices College Bound Budget Breakdown (1).PDF

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

Master Contract

2023-2024

Master Contract

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

LEA Voices Mount Pleasant

Contract Year 2023-2024

Nonpublic School

Nonpublic Agency X

Type of Contract:

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

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

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

Expiration Date:

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

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2023-2024 **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, 2023, 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, 2023 to June 30, 2024 (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, 2024.

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.

No Poaching. For the term of this Agreement and for the period of twelve (12) months thereafter, without the prior written consent of the other party, neither party shall either directly or indirectly solicit or entice away (or seek or attempt to entice away) from the employment of the other party any person employed (or any person who has been so employed in the preceding twelve (12) months) by such other party in the provision or receipt of the Services.

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 it's implementing regulations. If the Individualized Education Program ("IEP") team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. Evidence of such training shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies ***require*** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student does not BIP or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility

otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (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 BILLI

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, 2023 and terminates at 5:00 P.M. on June 30, 2024, 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

CONTRACTOR

Voices Mount Pleasant

LEA

By: _____
Signature Date

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

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: 2023-2024 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

EVALUATIONS	**RATE**	**PERIOD**
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)	$2,195	per student
Behavior Intervention Plan	$2,495	per student
Functional Behavior Assessment	$2,495	per student
Health Assessment & Health Plan	$2,195	per student
Occupational Therapy Evaluation	$2,199	per student
Physical Therapy Evaluation	$2,199	per student
Orientation and Mobility	$3,395	per student
Bilingual Psycho-educational Assessment	$2,595	per student
Psycho-educational Assessment	$2,395	per student
Review of Records for Triennial Evaluation	$1,995	per student
Speech and Language Evaluation	$2,290	per student
Bilingual Speech and Language Evaluation	$2,490	per student
Vision and Hearing Screening	$150	per student
MEETING PARTICIPATION	**RATE**	**PERIOD**
School Psychologist IEP Attendance via Video Conference / Phone	$350	per student
RELATED SERVICES/CONSULTATION	**RATE**	**PERIOD**
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	$249	per hour
Vision Specialist Services via Teletherapy	$249	per hour
Orientation & Mobility	$249	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, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: ____

(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster LCI# _____ ☐ Other _____

Parent/Guardian _____ Phone _____ _____

(Residence) (Business)

Address _____ City _____ State/Zip _____

(If different from student)

AGREEMENT TERMS:

1. Nonpublic School: The average number of minutes in the instructional day will be: _____ during the regular school year

_____ during the extended school year

2. Nonpublic School: The number of school days in the calendar of the school year are: _____ during the regular school year

_____ during the extended school year

3. Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.

A. INCLUSIVE EDUCATION PROGRAM: (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ **x Daily Rate** _____ **=PROJECTED BASIC EDUCATION COSTS (A)** _____

B. RELATED SERVICES:

SERVICE	**Provider**			**# of Times per wk/mo/yr., Duration; or per IEP; or as needed**	**Cost per session**	**Maximum Number of Sessions**	**Estimated Maximum Total Cost for Contracted Period**
	LEA	**NPS**	**OTHER Specify**				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							

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

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

ESTIMATED MAXIMUM RELATED SERVICES COST (C) ***$*** _____

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ $ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/

SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D) $ _____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly Other (Specify) _____

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)

STATEMENT OF WORK #2
by and between
EdTec Inc. and VCBLA Nido LLC

Reference:	Master Services Agreement dated November 22, 2021, by and between EdTec Inc. ("EdTec") and VCBLA Nido LLC ("Client").
Term:	July 1, 2023 through June 30, 2024 (the "Term"). This Statement of Work shall automatically renew for consecutive additional one (1) year terms unless either party provides written notice of non-renewal to the other at least one hundred twenty (120) days prior to the expiration of the then-current term (each, a "Renewal Term"). The Term and any Renewal Term(s) are referred to as the Term.
Scope of Services:	**Financial Reporting:** ▪ Quarterly financial reporting and analysis, as requested by Client **Accounting:** ▪ **Setup of chart of accounts and general ledger** – EdTec sets up and maintains the chart of accounts, based on EdTec's standard structure which is designed to be compliant with state reporting requirements. ▪ **Transaction recording** – EdTec records in detail all transactions in a computerized accounting system. ▪ **Journal entries and account maintenance** – EdTec prepares and records journal entries and maintains the general ledger according to accepted accounting standards. ▪ **Bank reconciliation** – EdTec reconciles primary bank accounts to general ledger monthly or upon receipt of statements. Revolving, investment and petty cash accounts are reconciled quarterly or as required. Client to provide view-only access to Client bank account(s) for use by EdTec. **Audit and Tax Filings:** ▪ **Audit support** – Beginning with the 2021-22 fiscal year, EdTec prepares certain financial documents for the auditors and works with the auditors to help ensure a smooth and timely audit process. For clarification, the Client is responsible to pay auditor fees. The Client shall also provide all records related to the excluded services set forth in Appendix A – Excluded Back Office Services and all non-financial records required by the audit. ▪ **Single Audit Act of 1984** – EdTec provides support in compliance with accounting related audit requirements, including the Single Audit Act of 1984. ▪ **IRS Form 990 Support** (and the corresponding State form, if applicable) – EdTec supports the Client and auditor in preparing Form 990 tax-exempt organization annual filing. For clarification, Client pays fees for the audit and 990 and it is the Client's and auditor's sole responsibility to ensure these forms are filed.
Excluded Services:	Other than the services outlined above, EdTec is not responsible for any other activities, unless mutually agreed to in writing.
Compensation:	▪ **Back Office Services**: ○ EdTec will provide these services at a fixed fee of $800 per month. This fee includes all normal postage, telephone, copying, faxing, etc., except for bank fees that will be passed through. The fee is payable monthly commencing on July 1, 2023.

	○ In addition to the fees as provided above, there will be an incremental fee for the following, if applicable: ▪ Use by Client of debit or credit cards ▪ **Consulting**: Should you desire additional services not in the above scope, we would be pleased to provide these, subject to staff availability, at the then-current discounted hourly fee schedule for back office clients (travel time is billed at ½ of the applicable hourly rate). Additional costs would include mileage reimbursement for travel, overnight delivery charges, and pre-approved out-of-pocket expenses. ▪ **Fee Increases**: EdTec reserves the right to increase the fees payable under this Statement of Work by up to 5% upon the conclusion of the Term and each Renewal Term. EdTec will provide written notice of a fee increase at least thirty (30) days prior to the expiration of the Term or then-current Renewal Term, as applicable. ▪ **Payment Terms:** Payment terms are net 30 days from receipt of EdTec's invoices, which shall be issued monthly and upon completion of the services. EdTec reserves the right to suspend the provision of Services in the event an invoice is thirty days past due.
Client Obligations:	EdTec's services will assist with the operations of Client's back-office operations, but do not include auditing Client's provided information and operations for completeness and compliance. It is Client's responsibility to adopt and adhere to reasonable policies and procedures, and to ensure Client remains in compliance with all applicable rules and regulations and maintains sound fiscal operations. In order to fulfill the scope of services described herein, EdTec relies on Client to provide timely, accurate and complete information, and to cooperate reasonably with EdTec. Furthermore, Client must immediately inform EdTec of any material change that could affect EdTec's ability to complete its responsibilities and to assist Client in complying with all applicable laws and regulations. Client will comply with the attached Roles and Responsibilities document (Attachment 1).
Termination:	Either party may, upon giving thirty (30) days' written notice identifying specifically the basis for such notice, terminate this Statement of Work for breach of a material term or condition of this Statement of Work, unless the party receiving the notice cures such breach within the thirty (30) day period. In addition, EdTec may terminate this Statement of Work immediately upon written notification and without liability, (a) if Client, in EdTec's reasonable judgment, violates any of the "Client Obligations" above, (b) if Voices College-Bound Language Academies does not open for any school year during the Term, or (c) upon any revocation of Voices College-Bound Language Academies charters. This Statement of Work will also terminate automatically upon any early termination by EdTec of an active Statement of Work for Back Office Services by and between EdTec and Voices College-Bound Language Academies. Upon any early termination under this section, Client shall pay EdTec for all services rendered by EdTec prior to the effective date of termination. In addition, if EdTec terminates this Statement of Work under this section, Client shall also pay EdTec for any demobilization or other costs resulting from such early termination.

EDTEC INC.	**VCBLA NIDO LLC**
By: _____	Signature: _____
Name: Steve Campo	Name: _____
Title: President & CEO	Title: _____
Date: _____	Date: _____
1266 66th St #4 Emeryville, CA 94608 Fax: 510.663.3503	Address: _____ _____ Email: _____ Phone: _____ Fax: _____

ATTACHMENT 1

Roles and Responsibilities

Clarity on roles and responsibilities between EdTec and VCBLA Nido LLC ("Client") will help ensure high quality, timely business services. Table 1 below outlines the roles and responsibilities of both parties:

	EdTec	Client
Accounts Payable	• Provide setup of the LLC entity in the EdTec School Portal (ESP) for Client staff to process accounts payable.	• See Appendix A – Excluded Back-Office Services for Client roles and responsibilities.

[Remainder of page intentionally left blank]

APPENDIX A

Excluded Back-Office Services

The following services are not included in the Scope of Services; however, subject to staff availability, EdTec may agree to perform the following services, upon Client request, on a time and materials basis at the then-current discounted hourly fee schedule for back-office clients (travel time is billed at ½ of the applicable hourly rate).

Client acknowledges and agrees that it is solely and exclusively responsible for the activities described below, and that EdTec shall have no liability to Client or to any other party (a) for the accuracy or completeness of any item that is included in the Scope of Services, to the extent that any inaccuracy or omission arises from Client-provided information, or from the failure of Client to perform any of the following excluded services, or (b) for not timely providing any item that is included in the Scope of Services that arises from Client's failure to properly or timely perform the following excluded services, or (c) for EdTec's inability to perform, upon Client's request, any of the following excluded services in a timely manner due to staff availability.

FINANCE and ACCOUNTING

Accounts Payable:

- **Accounts payable** – Processing all invoices and, pending approval from the school leader or surrogate, paying the bills and coding them in the financial software. Checking to make sure there are no double payments or double billings on multiple invoices. Troubleshooting vendor payment issues. Verifying that funds are available to pay the bill.
- **Form 1099 processing** – Preparing and sending 1099 Forms to vendors and government, based on accurate and complete information and data maintained by Client.

[end]

WEB-BASED SERVICE ACCESS AGREEMENT

THIS WEB-BASED SERVICE ACCESS AGREEMENT (together with the Exhibits attached hereto, which are incorporated herein by reference, the "Agreement") is made by and between EdTec Inc., a California corporation ("EdTec") and Voices College-Bound Language Academies ("Client"), dated as of June 7, 2023 and effective as of July 1, 2023 (the "Effective Date") and is subject to the terms of the Master Services Agreement dated March 26, 2021 between EdTec and Voices College-Bound Language Academies (the "MSA") and Statement of Work #4 thereunder (the "SOW"), both of which are incorporated herein by reference. In the event of an express conflict between a term or provision of this Agreement, the SOW and/or the MSA, the order of precedence for resolving such a conflict will be that this Agreement shall control over the SOW and the MSA, and the SOW shall control over the MSA. For the avoidance of doubt, the provisions of this Agreement apply only to Client's use of the Service (defined below), and do not apply to any other services or products provided by EdTec to Client, which shall be governed in all respects by the MSA and the applicable Statement of Work, including the SOW.

WHEREAS, EdTec has licensed and configured a third-party online business application from NetSuite Inc. ("NetSuite") for remote access and use by charter schools in the performance of certain accounting, financial and compliance related functions by such charter schools (the "Service"); and

WHEREAS, Client will be responsible for the accounts payable function of the Service, and in consideration of the parties' respective rights and obligations under the SOW, EdTec desires to grant to Client, and Client desires to acquire from EdTec, a non-exclusive, non-transferable, restricted right to access and use the Service, solely for the purposes of using the accounts payable module by up to three (3) Designated Users (defined below) of Client and solely for Client's internal business purposes, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and for other good and valuable consideration as hereinafter set forth, and intending to be legally bound hereby, EdTec and Client agree as follows:

1. **Definitions.**

A. "Service" shall mean the EdTec School Portal online business application made accessible by EdTec to Client's Designated Users listed on Exhibit A, which shall be hosted by NetSuite and for which (i) EdTec, its licensors and/or suppliers may update the content from time to time in their respective sole discretion, and (ii) EdTec, its licensors and/or suppliers may update the functionality and user interface from time to time in their respective sole discretion.

B. "Documentation" shall mean any manuals, instructional materials, information sheets, knowledge base entries, spreadsheets, import templates, budget and forecasting models and tools, specifications, explanations or guides prepared by EdTec, its licensors and/or suppliers, and made available to Client, via the Service or otherwise, that relate, directly or indirectly, to the Service, and for which EdTec, its licensors and/or suppliers may update the content from time to time in their respective sole discretion.

C. "Confidential Information" shall mean the terms of this Agreement, as well as any information owned or developed by or for EdTec, its licensors and/or suppliers, which Client obtains or has access to during the course of this Agreement which relates to the Service or the Documentation (including, without limitation, all ancillary and interface software and/or tools, all

current and future enhancements, modifications, revisions, new releases and updates thereof, and/or any derivative works based thereon) and computer systems which EdTec owns, plans, develops, or otherwise has rights to, whether for its own use or for use by its clients, together with related materials such as documentation (including without limitation the Documentation), overviews, screen layouts, report layouts and know-how, inventions, business information and data, models, marketing strategies, product development, financial information, pricing strategies and work product, and all copies of the foregoing, and all copyrights, trade secrets and patents therein and/or any registrations in, or the right to register, the copyright or patent and any and all renewals, reversions, continuations and extensions thereof.

D. "Designated Users" shall mean those Client employees or members of the Client Board of Directors specifically designated on Exhibit A (as the same may be amended from time to time by mutual agreement of the parties), all of whom must agree in writing to be bound by the terms of this Agreement.

E. "Electronic Communications" shall mean any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically.

F. "Client Data" shall mean any data, information, or other materials of any nature whatsoever, provided to EdTec and/or NetSuite by Client in the course of implementing and/or using the Service.

G. "Seat(s)" shall mean a unique login for each Designated User.

2. Rights and Licenses.

A. Grant to Client. Subject to compliance by Client with the terms of the MSA, the SOW and this Agreement, including the Terms of Service contained on Exhibit B, EdTec hereby grants to Client, solely for the Term of the SOW (the "Term"), a revocable, non-exclusive, nontransferable, and restricted right to access, via the Internet, and use only the accounts payable module of the Service and the Documentation, solely by Designated Users and for Client's internal business purposes, only for its existing charter schools in operation as of the Effective Date as described below. The rights granted hereunder (the "Access Right") shall be subject to the restrictions set forth below.

B. Access Right Restrictions. The Access Right is subject to the following restrictions:

(i) The Service and Documentation may be used solely by Designated Users.

(ii) Client may use the Service and the Documentation solely for Client's internal business purposes only for its existing charter schools that are in operation during the Term and only by Designated Users.

(iii) Client may not use, sell, sublicense, convey, transfer, assign, make available for time-sharing, service bureau, or application service provider purposes, or otherwise provide access to the Service or Documentation to any third party, including affiliates.

(iv) Except for this Access Right, Client shall not have any rights to the Service, Documentation or any other Confidential Information of EdTec, its licensors and/or suppliers, and EdTec, its licensors and/or suppliers retain all right, title, and interest in and to all rights not expressly granted hereunder, including without limitation (a) the copyright for the Service and Documentation, (b) all copies of the Documentation delivered or otherwise made available to Client, (c) any other documentation made by Client in its use of the Service or Documentation or other Confidential Information, (d) any changes, modifications, or corrections to the Service or Documentation arising during the Term, and (e) any and all patents, trademarks, trade names, trade secrets, or any other intellectual property or proprietary rights in any of the foregoing.

(v) Client shall not, and shall not permit any other person to, directly or indirectly (a) modify, copy, translate, reverse compile, disassemble, decompile or otherwise reverse engineer or attempt to determine source code of the Service, (b) create any derivative works or attempt to develop

software or services containing any of the concepts or ideas contained in, or with functionality comparable to that of the Service, on the basis of any information furnished by EdTec, its licensors and/or suppliers hereunder, including without limitation the Service, the Documentation or any other Confidential Information, (c) make any copies of any part of the Service or Documentation or other Confidential Information other than as expressly provided in this Agreement, or (d) use any part of the Service, Documentation or other Confidential Information for any purpose other than for Client's internal business purposes in accordance with this Agreement.

(vi) Client shall be responsible for (a) the selection, efficiency, and suitability of the Service and Documentation for Client's purposes, (b) the use of the Service and Documentation in accordance with the Documentation furnished by EdTec, its licensors and/or suppliers, (c) any claim arising from Client's failure to comply with laws, rules, or regulations regarding the use of telecommunications devices or the protection of Client staff and/or students or their right to privacy or any other applicable laws, rules, or regulations, (d) any claim of infringement based upon Client's combination of the Service or Documentation with data or other software, services or devices not furnished or approved in advance and in writing by EdTec, failure to use the Service and Documentation in accordance with the Documentation, or failure to obtain the necessary third-party licenses as described in clause (e), and (e) obtaining the licenses to any third-party software necessary to access and use the Service and for compliance with the terms of any such third-party licenses.

C. Grant to EdTec and NetSuite. Subject to the terms and conditions of this Agreement, Client grants EdTec and NetSuite the non-exclusive right and license to copy, store, record, transmit, maintain, display, view, print, or otherwise use Client Data to the extent necessary to provide the Service to Client, and to perform EdTec's obligations under the SOW. Client agrees that the foregoing license to Client Data shall survive the termination of this Agreement for one year, solely for the purpose of storing backup Client Data at an offsite storage facility. In addition, Client hereby grants EdTec a perpetual, irrevocable, transferable, fully paid-up and royalty-free license to use such Client Data, solely on a non-personally identifiable basis, for any purpose other than a purpose designed to have a material adverse impact on charter schools.

D. Audit and Disclaimer. Client shall keep accurate records concerning the Designated Users and access to the Service, and shall permit reasonable examination by authorized representatives of EdTec of such records. EdTec assumes no liability for any act or omission by Client, or for the quality or accuracy of any Client Data provided by Client for use in connection with the Service. EdTec assumes no liability for damages caused by unauthorized access to the Service, and Client shall be solely responsible for adequately protecting its user names and passwords for accessing the Service.

3. Proprietary Rights; Confidentiality; Indemnification.

A. Acknowledgment of Proprietary Materials. Client acknowledges and agrees that the Confidential Information, which includes the Service and Documentation, is valuable and proprietary to EdTec, its licensors and/or suppliers, developed by EdTec, its licensors and/or suppliers after incurring substantial time and expense. Client agrees that the Confidential Information is the copyrighted or trade secret property of EdTec, its licensors and/or suppliers and that all right, title, and interest in and to the Confidential Information are and shall remain solely in EdTec, its licensors and/or suppliers.

B. Limitations on Use. Client shall maintain the Confidential Information in the strictest confidence and, unless otherwise provided for herein, shall not sell, transfer, publish, disclose, display, or otherwise make available the Confidential Information, or any part thereof, to third parties, including affiliates, without the prior written permission of EdTec. Notwithstanding the foregoing,

Client's confidentiality obligations hereunder shall not apply to the following types of information, if so demonstrated by Client with legally sufficient evidence: (i) information that was in Client's possession without proprietary restrictions prior to the date of disclosure to Client; (ii) information that is published or otherwise becomes available to the general public as part of the public domain without breach of this Agreement or fault on the part of Client; (iii) information that is rightfully obtained by Client from a third party without restriction as to disclosure; or (iv) information that has been approved for release by written authorization of EdTec. Client shall not be in breach of its obligations under this Section 3.B. if it is required to disclose the Confidential Information by court order or government action, provided, that Client first provides EdTec with written notice and reasonably assists EdTec in its efforts to seek a protective order and/or to limit the extent of the disclosure. In the event of a violation of this Section 3.B., Client shall indemnify EdTec for any and all liabilities, damages, and costs (including attorneys' fees) suffered or incurred by EdTec as a result of such violation. Client acknowledges and agrees that the unauthorized disclosure, use, access, copying, or disposition of Confidential Information could cause irreparable harm and significant injury which may be difficult to ascertain, and accordingly, that EdTec shall have the right to an immediate injunction in the event of any breach of Client's obligations regarding Confidential Information, in addition to any other remedies that may be available to EdTec at law or in equity, without the posting of bond or demonstrating the monetary value of the Confidential Information. Client's obligations of confidentiality and limitation of use shall survive the termination of this Agreement for a period of five years.

C. Proprietary Legends. Client shall not remove any copyright notice or other proprietary or restrictive legends or notices contained or included in the Service, any Documentation or other Confidential Information, and Client shall not reproduce or copy any Confidential Information except with the prior written authorization of EdTec.

D. Client Obligations and Responsibilities Respecting Access and Data. Client shall limit use of and access to the Confidential Information, including the Service and the Documentation as provided above, to Designated Users as permitted hereunder, and Client shall prevent all Client personnel other than Designated Users from having access to any such information. Client shall take appropriate action with respect to any Designated Users to enable Client to satisfy its obligations under this Agreement with respect to use, copying, protection, and security of the Service, Documentation, and other Confidential Information, including informing all Designated Users of the confidential nature of the Confidential Information. Client shall be liable for any failure on the part of any Designated User to comply with the terms of this Section 3. Client agrees that it shall have the sole responsibility for protecting Client Data used in connection with the Service, and further acknowledges and agrees that EdTec shall have no responsibility to review Client Data except to the extent otherwise specifically provided for in a separate Statement of Work executed by the parties.

E. Client Indemnification. Client shall defend and hold EdTec and NetSuite harmless from and against any and all costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees)(collectively, "Losses") arising out of or in connection with a claim, suit, action, or proceeding brought by any party against EdTec and/or NetSuite (including without limitation a claim brought by NetSuite against EdTec) which arise out of or result from a claim (i) alleging that the Client Data or any trademarks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party, or (ii) arising out of Client's breach of the terms of this Agreement, including without limitation the Terms of Service on Exhibit B, provided that EdTec (a) promptly provides Client notice of the claim, suit, action, or proceeding; (b) gives Client sole control of the defense; and (c) provides Client with all reasonably available information and assistance necessary to perform Client's obligations under this Section 3.E.; provided, however, that any proposed settlement shall not be entered into by Client without the prior, written consent of EdTec and/or NetSuite, as applicable, which either EdTec or NetSuite may withhold in their

respective sole discretion. The indemnification obligations contained in this Section 3.E. shall survive the termination or expiration of this Agreement for five years.

4. WARRANTIES; EXCLUSIVE REMEDY.

A. EdTec Warranty. EdTec warrants to Client that EdTec shall use commercially reasonable efforts to cause NetSuite, in accordance with the terms of EdTec's agreement with NetSuite, to correct any nonconformity between the Documentation and the operation of the Service at no cost to Client, as Client's sole and exclusive remedy, when given timely written notice by Client of such nonconformance and provided that such nonconformance is not caused by Client.

B. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, EDTEC DOES NOT REPRESENT OR WARRANT THAT CLIENT'S USE OF THE SERVICE, DOCUMENTATION OR OTHER CONFIDENTIAL INFORMATION WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR THAT THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE, DOCUMENTATION AND/OR OTHER CONFIDENTIAL INFORMATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. EDTEC IS PROVIDING ACCESS TO THE SERVICE, DOCUMENTATION, AND ANY OTHER CONFIDENTIAL INFORMATION TO CLIENT ON AN "AS IS, AS AVAILABLE" BASIS. NEITHER EDTEC NOR ITS AFFILIATES, LICENSORS OR SUPPLIERS MAKES ANY OTHER WARRANTY WHATSOEVER, EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), STATUTORY, CONTRACTUAL, OR OTHERWISE WITH RESPECT TO THE SERVICE, DOCUMENTATION, AND/OR CONFIDENTIAL INFORMATION, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE WARRANTY AND REMEDIES PROVIDED BY EDTEC IN THIS AGREEMENT SHALL NOT BE DEEMED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE SO LONG AS EDTEC HAS MADE GOOD FAITH EFFORTS TO CAUSE NETSUITE, IN ACCORDANCE WITH THE TERMS OF EDTEC'S AGREEMENT WITH NETSUITE, TO CORRECT ANY NONCONFORMITY BETWEEN THE DOCUMENTATION AND THE OPERATION OF THE SERVICE AT NO COST TO CLIENT, AND THAT THE FOREGOING DISCLAIMERS ARE REASONABLE AND REPRESENT A BARGAINED-FOR ALLOCATION OF RISK BETWEEN THE PARTIES. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH HEREIN MAY NOT APPLY TO CLIENT.

5. LIMITATION OF LIABILITY.

CLIENT ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION TO BE RECEIVED BY EDTEC IN CONNECTION WITH THE SOW AND CLIENT'S USE OF THE SERVICE HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY EDTEC, ITS AFFILIATES, LICENSORS AND/OR SUPPLIERS OF THE RISK OF CLIENT'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EDTEC, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSORS AND/OR SUPPLIERS HAVE ANY LIABILITY TO CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF, OR CLIENT'S USE OF OR INABILITY TO USE, THE SERVICE AND/OR DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE,

LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR OTHER ECONOMIC ADVANTAGE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE. IN NO EVENT SHALL EDTEC'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY USE BY CLIENT OF THE SERVICE, DOCUMENTATION OR OTHER CONFIDENTIAL INFORMATION EXCEED THE EQUIVALENT OF THREE MONTHS IN FEES ALLOCABLE TO THE USE OF THE SERVICE UNDER THE SOW APPLICABLE AT THE TIME OF THE EVENT. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF EDTEC, ITS AFFILIATES, LICENSORS AND/OR SUPPLIERS, AS CLIENT ACKNOWLEDGES AND AGREES THAT THESE LIMITATIONS ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE USE OF THE SERVICE, DOCUMENTATION AND OTHER CONFIDENTIAL INFORMATION AND THAT, WERE EDTEC, ITS AFFILIATES, LICENSORS AND/OR SUPPLIERS TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER. THE FOREGOING LIMITATION OF LIABILITY IS COMPLETE AND EXCLUSIVE, SHALL APPLY EVEN IF EDTEC HAS BEEN ADVISED OF THE POSSIBILITY OF CLAIMS, LOSSES, OR DAMAGES, AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF ANY OTHER REMEDIES POSSESSED BY CLIENT OR THIRD PARTIES. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE REASONABLE AND REPRESENT A BARGAINED-FOR ALLOCATION OF RISK BETWEEN THE PARTIES. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH HEREIN MAY NOT APPLY TO CLIENT.

6. Termination.

A. Term and Termination. This Agreement shall terminate upon the expiration of the Term. Either party may terminate this Agreement by written notice if the other party: (i) commits a material breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after receipt of a written notice of termination, unless a shorter period of time is provided for specifically elsewhere in this Agreement; or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In addition, (a) this Agreement will terminate automatically, without liability to EdTec, upon any termination or expiration of EdTec's agreement with NetSuite, and (b) upon any termination of this Agreement, EdTec may, without liability and in its sole discretion, terminate the SOW effective upon written notice to Client.

B. Return of Materials. Upon termination or expiration of this Agreement for any reason, Client shall immediately discontinue use of the Service and Documentation and, within ten (10) days thereafter, certify in writing to EdTec that all copies, extracts, or derivatives of the Service, Documentation, and any other Confidential Information, in whole or in part, in any form, have either, at EdTec's option, been returned to EdTec or destroyed in accordance with EdTec's instructions.

C. Handling of Client Data. Client acknowledges and agrees that following termination of Client's rights hereunder, EdTec may immediately deactivate Client's account and that following a reasonable period of not less than 90 days shall be able to delete Client's account and related Client Data. Upon such termination, EdTec will use reasonable commercial efforts to retrieve, at Client's expense on a time and materials basis, lawful Client Data from the Service and provide such retrieved

data to Client in a format to be designated by EdTec, provided that Client has paid in full all good faith undisputed amounts owed to EdTec.

D. Survival. The provisions of Sections 2.C., 2.D, 3, 4, 5, 6 and 7 herein shall survive the termination or expiration of this Agreement for any reason.

7. Miscellaneous.

A. Intended Third-Party Beneficiary. Client acknowledges and agrees that NetSuite is an intended third-party beneficiary of the provisions of this Agreement.

B. Successors and Assigns. None of the rights granted by EdTec or obligations assumed by Client hereunder may be assigned, sold, delegated or otherwise transferred by Client without the prior written consent of EdTec, which may be withheld by EdTec in its sole and absolute discretion. Any attempt by Client to assign, sell, delegate or transfer any of its rights, duties, or obligations under this Agreement in contravention of this Section 7.B. shall be void and shall have no effect. EdTec shall have the right to freely assign or delegate its rights or obligations under this Agreement.

C. Notices. Any and all written notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or electronic mail; or (iii) upon delivery into the United States mail if delivery is by registered or certified mail, return receipt requested. Each such notice shall be sent to the address indicated below or to any other address as the respective party may designate by written notice delivered pursuant to this Section 7.

D. Entire Agreement. This Agreement (including the Exhibits attached hereto) constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all previous agreements, negotiations, proposals, or other communications and may only be modified by an agreement executed in writing by both parties hereto.

E. Governing Law. This Agreement will be governed in all respects by the laws of the State of California, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law.

F. Jurisdiction. Any dispute arising out of this Agreement shall be adjudicated in Oakland, California in accordance with the provisions of the MSA.

G. Independent Contractors. The relationship of EdTec and Client established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed (i) to give either party the power to direct or control the day-to-day activities of the other, or (ii) to constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

H. Severability. In the event that a provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, the remaining provisions shall remain in full force and effect.

I. No Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement shall not be deemed to be a waiver of the right of either party thereafter to enforce any such provisions.

J. Force Majeure. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood,

governmental acts or orders or restrictions, failure of suppliers or licensors, or any other reason where failure to perform is beyond the control and not caused by the gross negligence of the nonperforming party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers, effective as of the Effective Date.

EDTEC INC.	**VOICES COLLEGE-BOUND LANGUAGE ACADEMIES**
Signature: _____	Signature: _____
Name: Steve Campo	Name: _____
Title: President & CEO	Title: _____
Date: _____	Date: _____
1266 66th St #4 Emeryville, CA 94608 Fax: 510.663.3503	Address: _____ _____ Fax: _____

EXHIBIT A

DESIGNATED USERS

Name	Title	Role/Permission
1) User 1	Business Office Staff	Accounts Payable Processing
2) User 2	Business Office Staff	Accounts Payable Processing
3) User 3	Business Office Staff	Accounts Payable Processing

EDTEC INC.

Signature: _____

Steve Campo, President & CEO

Date: _____

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

Signature: _____

Name/Title: _____

Date: _____

[Remainder of page intentionally left blank]

EXHIBIT B

TERMS OF SERVICE

Client acknowledges and agrees to the following terms of service. In addition, Client agrees that unless explicitly stated otherwise, any new features that augment or enhance the Service or Documentation, and/or any related new service(s) subsequently purchased by Client will be subject to the Agreement.

B.1. Client Must Have Internet Access. In order to use the Service, Client must have or must obtain access to the World Wide Web, either directly or through devices that access Web-based content. Client must also provide all equipment necessary to make such (and maintain such) connection to the World Wide Web.

B.2. Accuracy of Client's Registration Information. Client agrees to provide accurate, current and complete information regarding its Designated Users and Client ("Registration Data") as requested by EdTec. Client further agrees to use commercially reasonable efforts to maintain and promptly update the Registration Data to keep it accurate, current and complete. Client acknowledges and agrees that if Client provides information that is intentionally inaccurate, not current or incomplete in a material way, or EdTec or NetSuite has reasonable grounds to believe that such information is untrue, inaccurate, not current or incomplete in a material way, EdTec and/or NetSuite has the right to suspend Client's account.

B.3. Email And Notices. Client agrees to provide EdTec with Client's e-mail address, to promptly provide EdTec with any changes to Client's e-mail address, and to accept emails (or other electronic communications) from EdTec and/or NetSuite at the e-mail address Client specifies. Client further agrees that EdTec and/or NetSuite may provide any and all notices, statements, and other communications to Client through either e-mail, posting on the Service (or other electronic transmission) or by mail or express delivery service.

B.4. Passwords, Access, And Notification. Client may designate up to the number of Designated Users under Exhibit A, which corresponds to the number of Seats granted to Client, and Client may provide and assign unique passwords and user names to each Designated User for each Seat. Client acknowledges and agrees that Client is prohibited from sharing passwords and/or user names with unauthorized users. Client will be responsible for the confidentiality and use of Client's (including its employees') passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Client's account. EdTec and/or NetSuite will act as though any Electronic Communications it receives under Client's passwords, user name, and/or account number will have been sent by Client. Client agrees to immediately notify EdTec if Client becomes aware of any loss or theft or unauthorized use of any of Client's passwords, user names, and/or account number. Client also agrees to not attempt to access in any way any data in the Service other than Client Data.

B.5. Client's Lawful Conduct. The Service allows Client to send Electronic Communications directly to EdTec, NetSuite and to third parties. Client agrees to comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, confidentiality of student and employee data, electronic communications, and anti-spam legislation. Client will not send any Electronic Communications from the Service that is unlawful, harassing, libelous, defamatory, or threatening. Except as permitted by the Agreement, no part of the Service may be copied, reproduced, distributed,

republished, displayed, posted or transmitted in any form or by any means. Client agrees not to access the Service by any means other than through the interfaces that are provided by EdTec and/or NetSuite. Client shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Service available to any party other than a Designated User, including but not limited to, creating Internet Links to the Service which include log-in information, including but not limited to, user names, passwords, secure cookies, and/or "mirroring" or "framing" any part of the Service. Client will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including rights of publicity and privacy) without first obtaining the permission of the owner of such rights. Client will not in any way express or imply that any opinions contained in Client's Electronic Communications are endorsed by EdTec or NetSuite. Neither Client, nor someone acting on Client's behalf, will use the Service to target for solicitation any EdTec or NetSuite customers for purposes of providing any competitive product or service. Client will ensure that any use of the Service by Client's Designated Users is in accordance with the terms and conditions of the Agreement.

B.6. Third-Party Software. Client agrees to use software produced by third parties, including, but not limited to, "browser" software that supports a data security protocol compatible with the protocol used by EdTec and/or NetSuite. Until notified otherwise by EdTec and/or NetSuite, Client agrees to use software that supports the Secure Socket Layer (SSL) protocol or other protocols accepted by EdTec and/or NetSuite and to follow logon procedures for services that support such protocols. Client acknowledges that neither EdTec nor NetSuite is responsible for notifying Client of any upgrades, fixes or enhancements to any such software or for any compromise of data transmitted across computer networks not owned or operated by EdTec or NetSuite or telecommunications facilities, including, but not limited to, the Internet.

B.7. Transmission Of Data. Client understands that the technical processing and transmission of Client's Electronic Communications is fundamentally necessary to Client's use of the Service. Client expressly consents to EdTec's and NetSuite's interception and storage of Electronic Communications and/or Client Data, and Client acknowledges and understands that Client's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by EdTec and/or NetSuite. Client acknowledges and understands that changes to Client's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Client further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Client agrees that neither EdTec nor NetSuite is responsible for any Electronic Communications and/or Client Data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by EdTec and/or NetSuite.

B.8. Links. The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because EdTec and NetSuite have no control over such sites and resources, Client acknowledges and agrees that neither EdTec nor NetSuite is responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

B.9 Support. CLIENT ACKNOWLEDGES AND AGREES THAT ALL SUPPORT REQUESTS SHALL BE MADE TO EDTEC, AND NOT TO NETSUITE. EdTec will make commercially reasonable efforts during EdTec's normal business hours to secure support from NetSuite, in accordance with the terms of EdTec's agreement with NetSuite, to promote Client's utilization of the

Service. Client acknowledges that not following the advice of EdTec and/or NetSuite in use of the Service may substantially undermine Client's utilization of the Service.

B.10 Proprietary Rights. Client acknowledges and agrees that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Client further acknowledges and agrees that content or information presented to Client through the Service or by advertisers may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

B.11 Trademark Information. EdTec™, EdTec School Portal™, and the EdTec logo™, and other EdTec service marks, logos and product and service names are marks of EdTec (the "EdTec Marks"). NetSuite™, the NetSuite logo™, NetCRM™, NetERP™, NetFlex, the NetCRM logo™, and other NetSuite service marks, logos and product and service names are marks of NetSuite (the "NetSuite Marks"). Client agrees not to display or use the EdTec Marks or NetSuite Marks in any manner without the owner's express prior written permission.

B.12. Provisioning Of Account. To the extent applicable, Client agrees to be bound by the provisions of any "click wrap" agreement that it must agree to pertaining to "Terms of Service" before Client can begin use of the Service. EdTec and Client hereby expressly agree that to the extent that such click wrap Terms of Service differ from the terms of the Agreement, that the verbiage of the Agreement exclusively controls the obligations of the parties.

B.13 Suspension For Ongoing Harm. Client agrees that EdTec and/or NetSuite may with reasonably contemporaneous telephonic notice to Client suspend Client's access to the Service if EdTec and/or NetSuite reasonably concludes that Client's use of the Service is causing immediate and ongoing harm to EdTec, NetSuite or others. In the event that Client's access to the Service is suspended, EdTec will use commercially reasonable efforts to cause NetSuite to resolve the issues causing the suspension of Service in accordance with the terms of the agreement between EdTec and NetSuite. Client agrees that neither EdTec nor NetSuite shall be liable to Client or to any third party for any suspension of the Service under such circumstances as described in this Section B.13.

B.14 Modification To Or Discontinuation Of The Service. EdTec and/or NetSuite reserve the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that EdTec or NetSuite modifies the Service in a manner which removes or disables a feature or functionality on which Client materially relies, EdTec or NetSuite, as applicable, at Client's request shall use commercially reasonable efforts to substantially restore such functionality to Client. In the event that EdTec and/or NetSuite is unable to substantially restore such functionality, Client shall have the right to terminate the Agreement and receive a pro-rata refund of the fees paid under the SOW allocable for use of the Service which was paid for by Client but not yet furnished as of the date of such termination. Client acknowledges that EdTec reserves the right to discontinue offering the Service to Client upon the expiration or termination of EdTec's agreement with NetSuite or at the conclusion of Client's then-current Term. Client agrees that neither EdTec nor NetSuite shall be liable to Client or to any third party for any modification or discontinuance of the Service as described in this Section B.14.

B.15 Service Level. EdTec warrants to Client during the Term that EdTec shall use commercially reasonable efforts to cause NetSuite, in accordance with the terms of EdTec's agreement with NetSuite, to have the Service meet the service levels outlined in Exhibit C in any month. In the event that the service levels outlined in Exhibit C are not met, Client's sole and exclusive remedy is that EdTec will provide Client with a credit as described in Exhibit C, which is hereby incorporated by reference. Any credit is expressly conditioned upon Client providing EdTec written notice of such failure by the fifth day of the month following such service level failure.

EDTEC INC.

Signature: _____

Steve Campo, President & CEO

Date: _____

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

Signature: _____

Name/Title: _____

Date: _____

EXHIBIT C
SERVICE LEVEL

EdTec and/or NetSuite conduct maintenance and upgrades during scheduled times. The scheduled time for maintenance and upgrades is Friday and Saturday nights from 9 p.m. to 3 a.m. PST/PDT. EdTec and/or NetSuite does not perform these upgrades during the first or last weekends of each month. Outside of this time Client is guaranteed 99.5% uptime. If in a calendar month these uptime commitments are not met, EdTec shall credit Client with the pro rata portion, equivalent to the downtime, of that month's fees allocable to use of the Service under the SOW.

EdTec and/or NetSuite reserves the right on approximately a quarterly basis to issue new releases in which functionality is added to the Service. Client acknowledges that these periodic major releases can take several hours to complete. In the event that EdTec and/or NetSuite in their respective sole discretion determine that any unscheduled maintenance is necessary, EdTec and/or NetSuite, as applicable, will use commercially reasonable efforts to notify Client.

EDTEC INC.	**VOICES COLLEGE-BOUND LANGUAGE ACADEMIES**
Signature: _____	Signature: _____
Steve Campo, President & CEO	Name/Title: _____
Date: _____	Date: _____

EXHIBIT D
LOCATIONS AT WHICH ACCESS RIGHT APPLIES

Voices College-Bound Language Academies

Central Management Office

South Valley Business Center

6840 Vía Del Oro #160

San Jose, CA 95119

[Remainder of page intentionally left blank]



Service Order

LEA Name and Contact Information

Name: Voices College-Bound Language Academy
Address: 715 Hellyer Ave, San Jose, CA 95111

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: Kathy Clifton
Email Address: kathy.clifton@presencelearning.com

Presence

Service Order

This Service Order ("Service Order") is hereby attached and made part of the Agreement between PresenceLearning, Inc. ("Presence") and the undersigned Local Educational Agency ("LEA"). Capitalized terms not defined in this Service Order shall have the meaning set forth in the Agreement. To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern.

Weekly Dedicated Hours

Weekly Dedicated Hours:	SLP Services	34	hours per week
Cost per hour:	$89.00		
Weekly Dedicated Hours:	Bilingual Services - SLP	48	hours per week
Cost per hour:	$108.00		
Weekly Dedicated Hours:	Specialized Services - SLP	6	hours per week
Cost per hour:	$100.00		

Order Term: 8/21/23 - 6/11/24

School Service Weeks: 35

Total Estimated Clinical Service Fees: $308,065.00

Program Implementation Fee (one-time up-front): $10,782.00

Service Coordination Fee:
(Invoiced monthly starting in 2nd month of the Service Order Term) 3.5 **% of Monthly Clinical Services Fees**

Estimated Annual Service Coordination Fee: $9,704.00
(For illustrative purposes only)

[continues on the next page]

1. SLP Assessments

Service	Price per Service
Screening by SLP	$75.00
Bilingual Screening by SLP	$125.00
Evaluation Coordination and Reporting by SLP	$265.00
Evaluation Coordination and Reporting by Bilingual SLP	$300.00
Review of Records by SLP	$125.00
Articulation Standard Assessment by SLP	$110.00
Auditory Processing Select Index by SLP	$120.00
Classroom Observation by SLP	$95.00
Early Childhood Language Assessment by SLP	$165.00
Fluency Standard Assessment by SLP	$150.00
Language Select Subtests by SLP	$73.00
Language Standard Assessment by SLP	$215.00
Pragmatic Language Standard Assessment by SLP	$125.00
Phonological Process Analysis Select Subtests by SLP	$63.00
Phonological Processing Assessment by SLP	$110.00
Supplemental Speech- Language Screener by SLP	$58.00
Spanish Language Standard Assessment by SLP	$215.00
Spanish Language Select Subtests by SLP	$90.00
Spanish Auditory Processing Select Subtests by SLP	$122.00
Additional Bilingual Assessment Component by SLP	$90.00
Spanish Articulation Measures (SAM) by SLP	$85.00
Spanish Articulation Standard Assessment by SLP	$100.00
Bilingual Evaluation: Special Considerations	$33.00
AAC Evaluation: Special Considerations	$33.00
AAC: Device Analysis	$63.00
AAC: Device Trial	$33.00
AAC: Feature Matching Trials	$33.00
Desired Results Development Profile Component-DRDP (CA only)	$125.00
Rating Scale Assessment by SLP	$125.00
Speech-Language Sample by SLP	$125.00
Additional Language Subtest by SLP	$73.00
Extended Coordination by SLP	$63.00
Language Difference vs. Disorder Analysis by SLP	$94.00
Unplanned Student Absence SLP	$50.00
Parent Interview by SLP	$63.00
Student Interview by SLP	$63.00
Teacher Interview by SLP	$63.00
Results Meeting	$125.00

2. OT Assessments

Service	Price per Service
Screening by OT	$73.00
Evaluation Coordination and Reporting by OT	$265.00
Review of Records by OT	$124.00
Classroom Observation by OT	$93.00
Standard School-Related-ADL Assessment by OT	$97.00
Standard Sensory Processing Assessment by OT	$30.00

Standard Motor Skills Assessment by OT	$123.00
Standard Visual Perception Assessment by OT	$97.00
Standard Preschool Assessment by OT	$153.00
Additional Assessment Component by OT	$73.00
Extended Coordination by OT	$63.00
Informal Fine Motor Assessment by OT	$80.00
Unplanned Student Absence OT	$50.00
Parent Interview by OT	$63.00
Student Interview by OT	$63.00
Teacher Interview by OT	$63.00
Results Meeting	$124.00

3. BMH Assessments

Service	Price per Service
Screening by MHP/Ed Diag	$172.00
Evaluation Coordination and Reporting by MHP/ Ed Diag	$295.00
Review of Records by MHP/Ed Diag	$279.00
Rating Scale Assessment by MHP/Ed Diag	$217.00
Classroom Observation by MHP/ Ed Diag	$162.00
Additional Assessment by MHP/Ed Diag	$281.00
Additional Requested Meetings by MHP/Ed Diag	$78.00
Additional Requested Paperwork by MHP/Ed Diag	$78.00
Functional Behavior Assessment by MHP/Ed Diag	$429.00
Intervention Data Analysis by MHP/Ed Diag	$78.00
Parent Interview by MHP/Ed Diag	$78.00
Student Interview by MHP/Ed Diag	$78.00
Teacher Interview by MHP/Ed Diag	$78.00
Results Meeting	$160.00
Extended Coordination by MHP/Ed Diag	$83.00
Unplanned Student Absence MHP/Ed Diag	$75.00

4. Psychoeducational Assessments

Service	Price per Service
Evaluation Coordination and Reporting by MHP/ Ed Diag	$295.00
Review of Records by MHP/Ed Diag	$279.00
Cognitive Select Subtests	$187.00
Processing Select Subtests by MHP/Ed Diag	$201.00
Achievement Select Subtests	$140.00
Rating Scale Assessment by MHP/Ed Diag	$200.00
Classroom Observation by MHP/ Ed Diag	$162.00
Achievement Standard Battery	$279.00
Long Cognitive Battery	$345.00
Additional Assessment by MHP/Ed Diag	$311.00
Processing Standard Battery	$361.00
Additional Requested Meetings by MHP/Ed Diag	$78.00
Schoolwide Consultation	$92.00 per hour

Short Cognitive Battery	$181.00
Spanish Select Subtests by MHP/Ed Diag	$320.00
Spanish Battery	$408.00
Screening by MHP/Ed Diag	$160.00
Additional Requested Paperwork by MHP/Ed Diag	$78.00
Functional Behavior Assessment by MHP/ Ed Diag	$429.00
Intervention Data Analysis by MHP/Ed Diag	$78.00
Extended Coordination by MHP/Ed Diag	$83.00
Results Meeting	$135.00
Parent Interview by MHP/ Ed Diag	$78.00
Student Interview by MHP/Ed Diag	$78.00
Teacher Interview by MHP/Ed Diag	$78.00
Unplanned Student Absence MHP/Ed Diag	$75.00

Document Camera	$90.00 (each)

Assessments Commitment	15 SLP evals at component rates
Psychoeducational Assessment Commitment	N/A

Approved and Agreed:

PresenceLearning, Inc.	LEA Voices College-Bound Language Academy
By:	By:
Name:	Name: Megan Mallamace
Title:	Title: Director of Special Populations
Date:	Date:

RESET

Presence

Master Service Agreement

This Master Service Agreement (the "Agreement") 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 3739 Balboa St, Suite 1001 San Francisco, CA 94121 ("Presence"), and the undersigned Local Educational Agency ("LEA"). Each of Presence and LEA may individually be referred to as a "Party" and collectively referred to as the "Parties".

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is for Presence to provide special education related services, including, if applicable, the assessments set forth on https://presencelearning.com/school-and-district-customer-assessments/ (collectively, "Services") Upon acceptance of a LEA student, LEA shall submit to Presence an Individual Services Agreement ("ISA") as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge Presence's obligation to provide all services specified in the student's Individualized education plan ("IEP"). Provided that the LEA submits to Presence an ISA, the ISA shall be executed within ninety (90) days of an LEA student's enrollment, and LEA and Presence shall enter into an ISA for each LEA student served by Presence. 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. STRUCTURE OF THE AGREEMENT. This Agreement shall apply each time LEA engages with Presence for the provision of Services. The Services shall be described in service orders (each, a "Service Order") and/or exhibits (each, an "Exhibit"), each of which shall reference this Agreement and, with respect to each Service Order, shall be executed by the Parties. Each Service Order and Exhibit entered into or delivered hereunder (each an "Incorporated Document", and collectively, "Incorporated Documents") may provide additional terms and conditions related to the Services. This Agreement and the Incorporated Documents are collectively referred to herein as the "Agreement". In the event of a conflict between the terms of this Agreement and the terms of any Incorporated Document, the terms of the Agreement shall control; provided, however, that the Parties may in any Incorporated Document specifically (i.e., with reference to the Agreement) agree to: (a) exclude or except an otherwise controlling provision of this Agreement; (b) adopt a clause or provision to apply in lieu of an otherwise controlling provision of this Agreement; or (c) reference a governing external code, document, or standard that will apply in lieu of any otherwise controlling provision of this Agreement (or any Incorporated Document).

3. PRESENCE PLATFORM.

3.1 Platform and Support. All Services provided to LEA shall be delivered via Presence's proprietary web-based application (together with any components, software, or related documentation, the "Platform"). The applicable license granted by Presence to LEA with respect to Platform usage will be as set forth in the applicable Service Order. As a web-based application the Platform requires certain equipment for optimal performance, see tech specifications (https://www.presencelearning.com/tech-requirements/). Presence will provide technical support on weekdays between the hours of 8:00AM and 8:00PM (Eastern time).

3.2 Platform Restrictions. LEA shall not for itself or through a third party (and shall ensure that its authorized users and students do not): (a) translate, reverse engineer, decompile, or disassemble the Platform, or by any other method attempt to derive source code to the Platform; (b) sublicense, rent,

lease, loan, assign, transfer, share, or resell the Platform; (c) make the Platform available to third parties; (d) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (e) make copies of documentation contained within the Platform. If LEA breaches the terms of this Agreement or if LEA or any of its authorized users or students misuse the Platform or violate any laws with respect to the Platform, Presence may terminate or suspend LEA's and its authorized users' and students' access to the Platform and remove any material it deems offensive or in violation of this Section 3.2. Neither LEA or its student users and staff (collectively, "Authorized Users") may:

(i) Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform or attempt to disable, impair, or destroy the Platform by, among other things, uploading, transmitting, storing, or making available any materials that contain any viruses, malicious code, malware, or any components;

(ii) Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, or any other proprietary rights of any third party;

(iii) Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, hateful, or otherwise objectionable, as determined in the sole discretion of Presence, or share any of materials that sexualizes minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;

(iv) Impersonate any person or entity, or falsely state or otherwise misrepresent their affiliation with a person or entity;

(v) Disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm); or

(vi) Take photos or screenshots of the Platform and/or post on social media or engage in any other behavior that violates the confidentiality of Platform.

4. CERTIFICATION. Presence is certified by the California Department of Education ("CDE") as a nonpublic, nonsectarian agency ("NPA"). All NPA 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 service provider's license, certification and/or credential. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

5. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS. During the Term (as defined in Section 6 below), unless otherwise agreed, Presence shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations.

6. TERM OF THE 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).

7. INTEGRATION/CONTINUANCE OF THE AGREEMENT FOLLOWING EXPIRATION OR TERMINATION. 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.

8. INDIVIDUAL SERVICES AGREEMENT and IEP. LEA is to provide to Presence an ISA for each LEA student to whom Presence is to provide services. Presence shall provide the Services specified in the student's IEP for which Presence has been engaged to provide. In the event Presence is unable to provide a specific service which it agreed to provide at any time during the Term, Presence shall notify the LEA in writing within a commercially reasonable period. LEA shall provide Presence with a copy of the IEP of each LEA student served by Presence.

9. NOTICES. All notices provided for by this Agreement shall be in writing. Notices shall be mailed, delivered by hand, or emailed 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. All notices to Presence shall be sent to PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presencelearning.com.

10. MAINTENANCE OF RECORDS & CONFIDENTIALITY.

10.1 Maintenance of Records. Presence 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. Presence shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. Presence 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 Presence having a legitimate educational interest in requesting or receiving information from the record. Presence shall maintain copies of any written parental concerns granting access to student records. Presence 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. Presence 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. For purposes of this Agreement, the term “parent” means any adult with legal authority to make educational decisions for the child.

10.2 Confidentiality. LEA understands that it may receive confidential and proprietary information relating to Presence’s business (“Presence Confidential Information”). LEA agrees that the Presence Confidential Information is confidential and is the sole, exclusive and extremely valuable property of Presence. It is understood and agreed that money damages would not be a sufficient remedy for any LEA’s breach of confidentiality and that Presence 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 Presence 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 Presence promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit

Presence 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.

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 Presence's successors and assignees. Presence 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 Presence, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the Presence 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. This Agreement shall continue until the end of the Term. This Agreement or any ISA may be terminated for cause upon either Party providing the other Party with twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). ISAs are void upon termination of this Agreement. Upon the expiration or termination of this Agreement for any reason, all amounts owed Presence under this Agreement or any applicable Service Order, which accrued before such termination or expiration will be immediately due and payable. If LEA terminates this Agreement prior to the expiration of the Term, other than for cause, it shall be considered a breach of this Agreement, and LEA shall pay a cancellation fee of (i), if the Service Order provides for a Weekly Dedicated Hours, a fee equal to the product of (x) eight (8) and (y) the Weekly Dedicated Hours or (ii), if the Service Order provides for Standard Hourly Service Fees , the product of (aa) $750 and (bb) the number of students who have received Services the 60 days before termination ("Termination Liquidated Damages Amount") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section 15 are difficult to estimate on the effective date hereof and would be difficult for Presence to prove. The parties intend that LEA's payment of the Termination Liquidated Damages Amount would serve to compensate Presence for LEA's breach of its obligations under this Section 15, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

16. INSURANCE. Presence will provide LEA with a copy Certificate of Insurance that shows Presence's insurance limits in all respects. Presence's COI supersedes any other insurance requirements.

17. INDEPENDENT CONTRACTOR. Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and Presence 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 Presence 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 Presence, Presence may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. CONFLICTS OF INTEREST. Presence 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 Presence if the attorney or advocate is employed or contracted by the Presence, or will receive a benefit from the Presence or otherwise has a conflict of interest.

19. NON-DISCRIMINATION. Presence 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.

20. FREE AND APPROPRIATE PUBLIC EDUCATION. LEA shall provide Presence with a copy of the IEP of each LEA student served by Presence. Presence shall make no charge of any kind to parents for the services being provided by Presence (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).

21. PRIMARY SUPPORT PERSON. LEA agrees to ensure that an adult primary support person (a "PSP") will be present wherever the services are being delivered, provided, that, if the Services are being delivered in a school setting, LEA will ensure that the PSP shall have a signed authorization by the parent or legal guardian to authorize emergency services as requested. The duties and responsibilities of the PSP can be found at https://presencelearning.com/welcome-primary-support-person/.

22. CALENDARS. Presence shall be provided with a LEA-developed/approved calendar. Presence herein agrees to observe holidays as specified in the LEA-developed/approved calendar. Presence 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, Presence 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. Indirect services such as documentation may be provided outside of days or times in which school is in session.

23 DATA REPORTING. Upon LEA's request, Presence shall provide to LEA data related to student information and billing information concerning the Services provided pursuant to this Agreement. LEA may request that Presence 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 Presence with appropriate software, user training and proper internet permissions to allow adequate access of any systems LEA requests Presence to use.

24. MANDATED ATTENDANCE AT LEA MEETINGS. Presence, through an employee, agent and/or Clinical Staff may attend LEA mandated meetings concerning Services provided pursuant to this Agreement by phone or video conference, at Presence's sole discretion. LEA shall provide Presence with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

25. IEP TEAM MEETINGS. Presence, through an employee and/or Clinical Staff at its sole discretion, shall participate in all annual IEP team meetings, regarding LEA students for whom ISAs have been or may be executed. Presence, through an employee and/or Clinical Staff at its sole discretion, may attend IEP team meetings by phone or by video conference. Presence 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 Presence shall utilize the approved electronic IEP system of the LEA ("Approved System"), such as the SEIS for all IEP planning and progress reporting. LEA or the SELPA shall provide training for Presence to assure access to the Approved System. Presence 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 Presence, Presence 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.

26. DUE PROCESS PROCEEDINGS. Presence, through an employee, agent, and/or Clinical Staff 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. Presence, through an employee, agent, and/or Clinical Staff 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.

27. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS. On written request by LEA, Presence shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning for which Presence is providing Services pursuant to this Agreement. A copy of any progress reports shall be maintained by Presence and shall be submitted to the LEA within 10 days of request. Presence 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. Presence shall provide this data supporting progress within a commercially reasonable period. Presence is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services for which Presence is providing pursuant to this Agreement.

28. LEA STUDENT CHANGE OF RESIDENCE. If Presence has actual knowledge of LEA student's change of residence, Presence will notify LEA. It is understood by the Parties, that Presence provides Services virtually and therefore will unlikely be able to ascertain LEA student's location. Presence depends on LEA knowing the LEA student's residence and any changes thereto.

29. PROFESSIONAL CONDUCT. It is understood that all Presence's employees, agents, and Clinical Staff 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. Except as otherwise expressly set forth herein, Services are provided "as is" without any warranty and Presence expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

30. PRESENCE PROPRIETARY RIGHTS. Presence owns all right, title, and interest in and to the Platform and retains all rights and title to all proprietary content in the Platform, including therapy playlists and

related documents and content, and retains all right, title and interest to any work product or other intellectual property developed and/or created by, or on behalf of, Presence.

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

32. CLEARANCE REQUIREMENTS. Presence 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 Presence's employees and Clinical Staff, who have contact with LEA Students. Presence hereby certifies that it will only place Presence's service providers 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 Clinical Staff'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 Clinical Staff who will have direct contract with LEA students, Presence shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

33. CLINICAL STAFF. In addition to employee service providers, Presence may engage independent contractors to provide the Services ("Clinical Staff"), and Presence will ensure that all Clinical Staff meet all requirements for licenses, clearances, and qualifications required by the CDE and this Agreement. Presence shall remain fully responsible for any and all of its obligations under this Agreement.

34. STAFF QUALIFICATIONS. Presence shall ensure that all of Presence's employees and Clinical Staff who provide Services to LEA pursuant to this Agreement hold the required credentials and state License 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.

a. The term "credential" means a valid License, as defined below, 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).

b. 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).

Such qualified employees and Clinical 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. Presence shall comply with all applicable laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. At LEA's request, Presence 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 related services of employees and Clinical Staff who will be providing services to LEA students pursuant to this Agreement.

35. SERVICE PROVIDER ABSENCE. When Presence's service provider is absent, Presence shall notify LEA and arrange for a "make-up" session. Presence 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 Presence will attempt to provide a qualified substitute to take over the services to the student. Presence shall not "bank" or "carry over" make-up service hours under any circumstance, unless otherwise agreed to in writing by Presence and authorized LEA representative. 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 this Agreement, unless otherwise specified in this Agreement.

36. HEALTH AND SAFETY. Presence shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. Presence 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 Presence's employees and volunteers for tuberculosis.

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

38. CHILD ABUSE REPORTING. Presence 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.

39. SEXUAL HARASSMENT. Presence 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 Presence'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. Presence further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

40. STUDENT ABSENCES. Presence 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.

41. INSPECTION AND AUDIT. Presence 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.

42. INVOICE. In consideration for the Services, LEA agrees to pay Presence, in accordance with the fees identified on the Service Order upon receipt of invoices and any related documents. 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 Presence's reasonable costs of collection.

43. FEES.

43.1 Weekly Dedicated Hours. Beginning on a mutually agreed date through the end of the Term, LEA will be charged for a specified number of hours per week that Presence will make clinicians available to provide Clinical Services.

43.2 Flexible Hours. The Service Order may provide for flexible hours for a particular Clinical Service, the fee for which shall be based on a per hour, per Clinician basis. 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 Presence (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.

43.3 Educational Assessments. If applicable, the Service Order may specify that Presence will provide educational assessments (e.g., Psychoeducational, OT, speech, etc.). The applicable fees for assessments will be set forth in the Service Order.

43.4 Psychoeducational Assessment Commitment. If applicable, the Service Order may specify a minimum fee for Psychoeducational Assessments for which payment is due at the end of the Service Order Term (such payment, the "Psychoeducational Assessment Commitment Fee"). At the end of the Service Order Term, Presence will reconcile the Psychoeducational Assessment Commitment Fee with the 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.

43.5 Program Implementation Fee. Each Service Order will include a Program Implementation Fee for technology onboarding, Clinician onboarding, training onsite support, developing procedures and gathering data to create service handbooks, review and data input of student referrals, assigning students to appropriate Clinicians, and scheduling student services.

43.6 Service Coordination Fee. Beginning in the second calendar month of the Term, each monthly invoice will include a Service Coordination Fee for ongoing scheduling and referral management, support for school personnel, and district-level communication to providers.

44. SEEKING PAYMENT FROM OUTSIDE SOURCES. Presence will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. Presence shall not seek payment from parents for the services being provided by Presence (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) or the provision of progress reports, report cards, and/or any assessments, interviews, or meetings.

45. EQUIPMENT. Presence 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 Presence as specified in the Equipment Schedule.

46. SERVICE PROVIDER CONVERSION; CONVERSION FEE.
46.1 Service Provider Conversion. During the Term of this Agreement, LEA may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Presence service providers except in accordance with the terms set forth in this Section 46.

46.2 Conversion Fee. During any Term, and for a period of twelve months thereafter, LEA shall notify Presence of its intent to offer employment to any Presence service provider not less than ten (10) calendar days prior to offering such employment (any service provider that accepts such offer of employment, a "Converted Service Provider"). Upon the date a Converted Service Provider commences employment with LEA (the "Conversion Effective Date"): (i) the Converted Service Provider shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Service Provider utilized the Platform prior to the Conversion Effective Date) through the earlier of the expiration of the Term and (ii) LEA shall pay Presence a fee of $20,000.

47. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent allowed by law, Presence shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and Clinical Staff ("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 Presence, including, without limitation, its agents, employees, Clinical Staff 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 Presence and its Board Members, administrators, employees, agents, attorneys, and Clinical Staff ("Presence 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, Clinical Staff or anyone employed directly or indirectly by it (excluding Presence and/or any Presence 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 Presence 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 Presence knew or should have known of the possibility of such damages. Presence's cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to Presence 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 Presence 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.

48. REPRESENTATIONS. LEA hereby represents and warrants to Presence 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 Presence or its employees, agents or Presences from complying with any applicable law;

g. 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 Presence with access to such Student Records;

h. 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 service provider;

i. that prior to receiving services, LEA will provide Presence with the conditions described in the technical specifications available at https://www.presencelearning.com/tech-requirements/. , and other conditions as set forth by Presence, and that if LEA does not provide Presence with the specified conditions, as determined by Presence in its sole discretion, within 30 days of the beginning of a Term, Presence does not guarantee sufficient service provider availability to provide Services; and

j. that LEA acknowledges that Presence is not a healthcare provider, 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.

[Signature page follows]

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

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 Agreement between PresenceLearning, Inc ("Presence") and LEA and lists the terms and conditions upon which LEA may purchase hardware, Test Kits, OT Kits and materials (collectively "Equipment") from Presence. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. Hardware Available for Purchase. LEA may, at LEA'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

LEA 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 at https://presencelearning.com/tech-requirements/.

2. WISC-V and WAIS-IV Kits.

2.1 Purchase of WISC-V Kits and/or WAIS -IV Kits If LEA has access to WISC-V and/or WAIS-IV assessments, LEA may purchase WISC-V and/or WAIS-IV test kits (each, a "Test Kit") from Presence. 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
Block Design only 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 Presence 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. Presence 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 Presence's error, Presence will promptly ship replacement Equipment to the correct address at no cost to LEA.

4.2 FOB. Presence 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. Presence 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 Presence 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 Presence 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. Presence is not the manufacturer of the Equipment and the Equipment is being sold "as is," and Presence 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. Presence 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 Presence's control. Presence shall notify LEA immediately upon realization that it will not be able to deliver the Equipment as promised.

PANORAMA EDUCATION - SERVICE ORDER

Primary Contact Information			
Client		**Panorama Education, Inc. ("Panorama")**	
Client Legal Name ("Client")	Voices College-Bound Language Academies	*Company Name*	Panorama Education, Inc.
Primary Contact, Title	Deanna Flores, Chief Culture Officer of Lak'Ech	*Contact*	Account Management Team
Billing / Payment Address	6840 Via Del Oro, Suite 160	*Billing Address*	24 School St. Fourth Floor
City / State / Zip	San Jose, CA 95119	*City / State / Zip*	Boston, MA 02108
Primary Contact Email Address	dflores@voicescharterschool.com	*Email*	Contact@panoramaed.com
Primary Contact Phone Number	408-772-6945	*Phone*	(617) 356-8123
Accounts Payable Contact	Voices Accounts Payable		
Accounts Payable Email Address	Finance@voicescharterschool.com		
Accounts Payable Phone Number	408-791-1609 x1021		
Purchase Order Required?	Yes [ ] No [ ]		

(1) Description of Services and (2) Fees

Renewal Services & Fees

Effective Date: February 10, 2024

Contract Term: 02/10/24 - 06/15/26

Description of Services	**Fees**	
Annual Licenses: All licenses include access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. • Dashboards and reporting for teachers, student support staff, school administrators, and district administrators • Ongoing Project Management and Technical support through the length of the contract • **Panorama Survey Platform** • Student Surveys • Teacher & Staff Surveys • Family Surveys	*Annual License Fee:* *Multi-Year Discount:* ***Discounted Annual License Fee:*** *4 Month License Fee:*	$7,500 / year 5% -$375 / year **$7,125** $2,375

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PANORAMA EDUCATION - SERVICE ORDER

Annual Subtotal: $7,125 / year

Total Over Contract Term: $16,625

Expansion Services & Fees

Effective Date: June 16, 2023

Contract Term: 06/16/2023 - 06/15/2026

Description of Services	Fees	
Annual Licenses: All licenses include access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. • Dashboards and reporting for teachers, student support staff, school administrators, and district administrators • Ongoing Project Management and Technical support through the length of the contract **Panorama Student Success Platform** • Ongoing integration of PowerSchool & standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics • Ongoing integration of supported assessments into Student Success platform. Additional assessments may be requested throughout the contract term (integration timeline for additional assessments may vary) • Behavior analytics reporting. Includes: Incident Action; Incident Outcome; Month; Day of the Week; Severity (Major/Minor); Location. • Intervention tracking **Check-ins** • Check-in surveys and reporting • Roster integration with PowerSchool **Panorama for Positive Behavior** • Behavior analytics and reporting (includes Incident attributes & praise counts) • Incident logging flows on desktop and mobile (includes both major and minor incidents) • Nightly export of major incident data into SFTP (includes: Behavior, Student Name(s), Location, Time of Day, Date, Notes, Antecedent, Consequence, Perceived Function of Behavior, Physical Action Taken, Administrative Action) • Access to Behavior Boost app for behavior specific praise tracking and goal setting • Roster integration with PowerSchool	*Annual License Fee:* *Multi-Year Discount:* *Discounted Annual License Fee:*	$16,125 / year 8% -$1,290 / year **$14,835**

PANORAMA EDUCATION - SERVICE ORDER

Professional Development: **Foundations Package (Virtual)** Includes up to two virtual workshops from Panorama's core offerings menu. Each workshop includes a consultative planning session with a professional learning specialist and up to 2 hours of virtual facilitation for groups <50 (Larger sessions can be supported as interactive webinars, and additional facilitators can be added for breakout rooms or chat moderation at an additional cost). **Virtual Workshop (Core Offering)** Includes a consultative planning session with a professional learning specialist and up to 2 hours of virtual facilitation for groups <50 (Larger sessions can be supported as interactive webinars, and additional facilitators can be added for breakout rooms or chat moderation at an additional cost).	*Annual PD Fee:*	$3,750 / year
		Annual Subtotal: $18,585 / year ***Total Over Contract Term*:** $55,755
		Annual Contract Total: $25,710 / year ***Total Over Contract Term:*** $72,380 *(See section 4 for Invoicing Details)*

(3)Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms").

(4) Supplemental Terms and Conditions (if any)

Panorama to invoice Voices College-Bound Language Academies in the amount of **$20,960** on **June 16, 2023**.

Panorama to invoice Voices College-Bound Language Academies in the amount of **$25,710** on **June 16, 2024** and **June 16, 2025**.

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

Exhibit A

Terms

BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians ("Platform"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets ("Blind Data") and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or

Exhibit A

Terms

other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at https://www.panoramaed.com/privacy.

2.5 Data Security and Privacy.

(a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

(b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

(c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

(d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party

Exhibit A

Terms

("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING

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NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the

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Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Quote ID: Q-87032
Contract Period: 09/01/2023 - 06/30/2024
22-23 License Expiration Date: 06/30/2023

Quote Date: 11/16/2022
Valid Until: 07/31/2023

Client Information

Account Name	
Voices College-Bound Language Academies	
Address	**Client**
14271 Story Rd San Jose, CA 95127-3823 Phone: (408)571-6404	Elizabeth Aguilar Email: eaguilar@voicescharterschool.com Phone: (408) 791-1609

Achieve3000, a McGraw Hill company, is pleased to continue partnering with you to accelerate your students' growth throughout the school year. Your custom quote includes the solutions listed below. You can explore all of our research-based solutions by visiting www.achieve3000.com.

Participating Schools	**Total Licenses Purchased**	
	Program	**23-24**
Voices Franklin McKinley	Literacy	244
	Smarty Ants	Unlimited
Voices Morgan Hill	Literacy	210
	Smarty Ants	Unlimited
Voices Mount Pleasant	Literacy	200
	Smarty Ants	Unlimited
Voices Stockton	Literacy	50
	Smarty Ants	Unlimited
Voices West Contra Costa	Literacy	160
	Smarty Ants	Unlimited

Product	Cost	Qty	Total
Achieve3000 Literacy: includes 1 student license. *(LIT-STDT)*	$42.00 per student	864	$36,288.00
Professional Learning Services *(PDI)*	$2,695.00 per session	1	$2,695.00
Smarty Ants: Unlimited Licenses for Students in PreK- 2 at 1 Site; Includes Onsite Professional Learning Services *(SA)*	$4,795.00 per site	5	$23,975.00
Achieve3000 Site Setup Fee - Annual fee per school for deployment and ongoing support, including rostering, integrations, and customer support. *(SITE-SETUP)*	$290.00 per site	5	$1,450.00
Smarty Ants Español: Unlimited Student Licenses at 1 Site *(SAE-NP)*	$0.00 per site	5	$0.00
Subtotal			$64,408.00
Order Total			**$64,408.00**

See Next Page for Quote Acceptance

Acceptance for Quote ID Q-87032: $64,408.00

Voices College-Bound Language Academies	Achieve3000
Account Name	
Signature	*Signature*
Name / Title	*Name / Title*
Date	*Date*

The Complete Signed Quote and Purchase Orders can be sent to:
Email: orders@achieve3000.com
Fax: (316) 221-0718
Mailing Address:
331 Newman Springs Road, Suite 304
Red Bank, NJ 07701
We recommend email or fax for the fastest processing.

For questions, please contact Jennifer Ross at (732) 523-5660 or jennifer.ross@mheducation.com.

This quote is governed by and subject to the Achieve3000 terms and conditions at https://achieve3000.com/who-we-are/about-us/terms-of-service/. By signing this quote, you are agreeing to such terms and conditions.

Please note that if you have an upcoming renewal of ALEKS, that will be sent over in a separate quote. To explore more renewal options, such as a multi-year quote with LOCKED-IN PRICING for three full years, please contact your Customer Advocacy Manager for an adjusted quote.

About Achieve3000®

Achieve3000, a McGraw Hill company, delivers a comprehensive learning platform that significantly accelerates and deepens learning in literacy, math, science, social studies, and ELA. Using personalized and differentiated solutions, Achieve3000 enables educators to help all students achieve accelerated growth. For more than five million students in grades PreK-12, Achieve3000 improves high-stakes test performance and drives college and career readiness.

EdTec Back-Office Service Renewal Proposal for Voices College-Bound Language Academies

EdTec is honored to have been a key service provider and partner to Voices College-Bound Language Academies over the past two years, and we look forward to continuing to support the organization's on-going success and impact in the coming years.

Overview of Current Back-Office Contract

- Modified Back-Office Services (excluding Payroll, Accounts Payable, and Attendance Data Support)
  - Contract Term: July 1, 2021 through June 30, 2023
  - Service Level: Per Statement of Work #2
  - Service Pricing: $230,750

Proposal for Contract Renewal

EdTec is proposing continuing with the current services and has prepared 1-year and 2-year renewal pricing options for Voices' consideration, as detailed below:

Back-Office Service Renewal Pricing	*Current Year*	**2023-24**	**2024-25**
Cost for Current Service Level	***$230,750***		
Cost for 1-Year Renewal*	*n/a*	**$242,288**	*$254,402*
Multi-Year Renewal Credit for 2-Year Term	*n/a*	($1,000)	($1,000)
Cost for 2-Year Renewal (with Credit Adjustment)	*n/a*	**$241,288**	**$253,402**

*Calculated based on standard 5% increase

Next Steps

Based on Voices' preferred renewal term, a new Statements of Work will be prepared for signature.

Thank you for your partnership and for your consideration of EdTec's proposal. We look forward to your feedback and to moving forward together!

Best Regards,

Dena Koren
Senior Director of Client Management

Mark Campo
Executive Vice President & Chief Marketing Officer

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
_____

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Voices College Bound Language Academy Flagship *(the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.*

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the required submission to the California State Teachers' Retirement System (CalSTRS), a uniform retirement data file for all school districts and charters within the county.

The Charter has determined that there is a need to enter into this agreement with the SCCOE for the services described herein**.**

2. Goals

☐ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

The services under this agreement will provide Districts with the necessary support to comply with the California State Teachers' Retirement System (CalSTRS) reporting.

3. Responsibilities

3.1. The Agency Responsibilities:

- The Charter agrees to provide the required retirement and payroll information necessary for timely completion and transmittal of CalSTRS information.
- The Charter agrees to provide all payroll/retirement reporting data files and reports by the due dates established by the SCCOE to meet the retirement reporting schedules established by CalSTRS.
- The Charter shall maintain all payroll records for its employees and furnish the SCCOE a copy upon request.
- The Charter will designate one of its employees to serve as the contact person between the Charter and the SCCOE for matters related to reporting and processing of retirement information.
- The Charter shall submit to the SCCOE the full amount of the retirement contributions that includes both the employer and employee amounts within two business days after the close of each payroll.

3.2. The SCCOE Responsibilities:

- The SCCOE agrees to process CalSTRS reporting for the Charter.
- The SCCOE will serve as the contact agency in working with CalSTRS in resolving problems and answering questions related to reporting and processing of retirement information.

Santa Clara County Office of Education

- The SCCOE will notify the Charter of retirement reporting exceptions and recommend possible resolutions.
- The Charter staff may participate in all workshops offered to school districts (within Santa Clara County) for ongoing training and attend other informational meetings related to CalSTRS retirement plans.
- The SCCOE will assist the Charter payroll representative in preparing appropriate entries for past reporting periods that were not processed prior to the effective date of this agreement.

3.3. Authorized Charter Representative for the Submission of Retirement Files to the SCCOE STRS Connect Portal:

Name: Yesenia Reyes

Title: Accounting Manager

E-Mail: yreyes@voicescharterschool.com

Phone: 408-791-1609

4. Duration of Agreement

This Agreement begins on July 1, 2023 and must be renewed each fiscal year beginning July 1 and ending June 30.

5. Articulation of Monies/Compensation

- The Charter agrees to pay the SCCOE for the services described under this Agreement as follows:
  - $3,000 per year to be paid upon signing and submission of this Agreement (On or before July 1 of every year).
  - A processing fee of $175 for each submitted retirement data file that is not acceptable and must be replaced and reprocessed. These fees shall be assessed monthly and are payable upon demand.
  - An accumulated late fee of $25 per day for a contribution remittance received after the due date.
  - An accumulated late fee of $25 per day for a file submission received after the due date
- The Charter agrees to reimburse the SCCOE for any penalties and/or other levies assessed by CalSTRS that were caused by acts of the Charter.

6. Other Terms

6.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

6.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

6.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

6.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or

Santa Clara County Office of Education

remedies upon any person or entity other than the Parties.

6.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

6.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

6.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

7. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

8. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

9. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

Authorized Signatures: continued on the next page

Santa Clara County Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: _____

Title: _____

Date: _____

Address: _____

_____

Phone: _____

Email: _____

***(Enter Agency Name)*:**

By: Lizzette Ramirez
Signature of Authorized Agency Official

Name: Lizzette Ramirez

Title: COO

Date: 6/9/23

Address: 6840 Via Del Oro
San Jose, CA. 95119

Phone: 408-791-1609

Email: lramirez@voicescharterschool.com

Approved by the Charter Governing Board on:

Date: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____ Signature: _____

v. 11/01/2021

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
_____

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Voices College Bound Language Academy at MP *(the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.*

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the required submission to the California State Teachers' Retirement System (CalSTRS), a uniform retirement data file for all school districts and charters within the county.

The Charter has determined that there is a need to enter into this agreement with the SCCOE for the services described herein**.**

2. Goals

☐ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

The services under this agreement will provide Districts with the necessary support to comply with the California State Teachers' Retirement System (CalSTRS) reporting.

3. Responsibilities

3.1. The Agency Responsibilities:

- The Charter agrees to provide the required retirement and payroll information necessary for timely completion and transmittal of CalSTRS information.
- The Charter agrees to provide all payroll/retirement reporting data files and reports by the due dates established by the SCCOE to meet the retirement reporting schedules established by CalSTRS.
- The Charter shall maintain all payroll records for its employees and furnish the SCCOE a copy upon request.
- The Charter will designate one of its employees to serve as the contact person between the Charter and the SCCOE for matters related to reporting and processing of retirement information.
- The Charter shall submit to the SCCOE the full amount of the retirement contributions that includes both the employer and employee amounts within two business days after the close of each payroll.

3.2. The SCCOE Responsibilities:

- The SCCOE agrees to process CalSTRS reporting for the Charter.
- The SCCOE will serve as the contact agency in working with CalSTRS in resolving problems and answering questions related to reporting and processing of retirement information.

Santa Clara County Office of Education

- The SCCOE will notify the Charter of retirement reporting exceptions and recommend possible resolutions.
- The Charter staff may participate in all workshops offered to school districts (within Santa Clara County) for ongoing training and attend other informational meetings related to CalSTRS retirement plans.
- The SCCOE will assist the Charter payroll representative in preparing appropriate entries for past reporting periods that were not processed prior to the effective date of this agreement.

3.3. Authorized Charter Representative for the Submission of Retirement Files to the SCCOE STRS Connect Portal:

Name: Yesenia Reyes

Title: Accounting Manager

E-Mail: yreyes@voicescharterschool.com

Phone: 408-791-1690

4. Duration of Agreement

This Agreement begins on July 1, 2023 and must be renewed each fiscal year beginning July 1 and ending June 30.

5. Articulation of Monies/Compensation

- The Charter agrees to pay the SCCOE for the services described under this Agreement as follows:
  - $3,000 per year to be paid upon signing and submission of this Agreement (On or before July 1 of every year).
  - A processing fee of $175 for each submitted retirement data file that is not acceptable and must be replaced and reprocessed. These fees shall be assessed monthly and are payable upon demand.
  - An accumulated late fee of $25 per day for a contribution remittance received after the due date.
  - An accumulated late fee of $25 per day for a file submission received after the due date
- The Charter agrees to reimburse the SCCOE for any penalties and/or other levies assessed by CalSTRS that were caused by acts of the Charter.

6. Other Terms

6.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

6.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

6.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

6.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or

Santa Clara County Office of Education

remedies upon any person or entity other than the Parties.

6.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

6.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

6.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

7. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

8. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

9. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

Authorized Signatures: continued on the next page

Santa Clara County Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: _____

Title: _____

Date: _____

Address: _____

_____

Phone: _____

Email: _____

***(Enter Agency Name)*:**

By: Lizzette Ramirez
Signature of Authorized Agency Official

Name: Lizzette Ramirez

Title: COO

Date: 6/9/23

Address: 6840 Via Del Oro
San Jose, CA. 95119

Phone: 408-791-1609

Email: lramirez@voicescharterschool.com

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Santa Clara County Office of Education

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Santa Clara County Office of Education

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Santa Clara County Office of Education

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SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: _____

Title: _____

Date: _____

Address: _____

_____

Phone: _____

Email: _____

***(Enter Agency Name)*:**

By: Lizzette Ramirez
Signature of Authorized Agency Official

Name: Lizzette Ramirez

Title: COO

Date: 6/9/23

Address: 6840 Via Del Oro

San Jose, CA. 95119

Phone: 408-791-1609

Email: lramirez@voicescharterschool.com

Approved by the Charter Governing Board on:

Date: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____ Signature: _____

v. 11/01/2021

ADDENDUM TO AGREEMENT TO PROVIDE FOOD SERVICE

Between Revolution Foods, PBC and Voices College Bound Language Academies

This addendum made on July / 1 / 2023 between **Revolution Foods, PBC.**, hereinafter referred to as **Revolution Foods** and Voices College Bound Language Academies, hereinafter referred to as 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, 2023 ending on June 30, 2024. 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
Current Renewal Year:	July 1, 2023 – June 30, 2024

3. **Pricing Adjustment**
   While the per meal rates below do exceed the January 2023 Consumer Price Index for Food Away from Home, both parties mutually agree to the revised rates in recognition of continued inflationary market conditions affecting the school meal industry. In addition to that recognition of current market conditions and in the spirit and intent of recent USDA and CDE increases in per meal reimbursement, Voices College Bound Language Academies does not deem this increase to be material revision to the current agreement.

4. **Pricing**

   In consideration of the premises and mutual agreements contained in this Renewal, the Parties agree as follows:

Meal Type	Annual Estimated Meals	Fee Per Meal	Annual Cost
Breakfast	**104,528**	**$2.75**	**$287,452.00**
Lunch	**104,528**	**$4.00**	**$418,112.00**
Snack	**12,250**	**$1.10**	**$13,475.00**
Estimated Total			**$719,039.00**

Voices College Bound Language Academies and Revolution Foods hereby mutually exercise the option to renew the service agreement from Base Year 2021 - 2022.

Name & Title of SFA Representative	**Telephone Number**
Lizzette Ramirez	408-791-1609
Mailing Address	
6480 Via Del Oro, Ste. 160, San Jose, CA 95119	
Signature	**Date**
Lizzette Ramirez	6/9/2023
Name & Title of Revolution Foods Meals Representative	**Telephone Number**
Steven Holguin, Vice President of Business Development	(323) 838-5555
Mailing Address	
5743 Smithway Street, Ste 103, Commerce, CA 90040	
Signature	**Date**

Voices College Bound Language Academies Initials Lizzette Ramirez Revolution Foods Initials _____

CharterSAFE
BE SAFE • FEEL SAFE

INVOICE

Invoice Date: May 31, 2023
Account Number: 1238

INSURED: **Voices College-Bound Language Academies**

CONTACT: Lizzette Ramirez

ADDRESS: 6840 Via Del Oro, Suite 160
San Jose, CA 95119

Member Contribution for Policy Year 2023-2024

(Choose one option)	Amount	Due Date
❑ **Payment in Full**	**$333,896.00**	**Due Now**
❑ **Installment Plan:**		
Deposit (25%)	**$83,474.00**	**Due Now**
Monthly Installment	**$27,825.00**	**August 01, 2023**

9 installments due the 1st of every month

Thank you for participating in CharterSAFE ACH program.
You are currently enrolled in the CharterSAFE ACH program. The required payment will be processed once a signed proposal is received, based upon the payment option that you have chosen. To make any changes to your enrollment in the CharterSAFE ACH program, or if you have any special payment requests, please email Pilar Archer at parcher@chartersafe.org.

Please Remit All Payments To:
CharterSAFE
P.O. Box 969
Weimar, CA 95736

Questions/Comments:
Whitney Delano
Director of Operations and Communications
Email: wdelano@chartersafe.org

Payment in Full or 25% Deposit are due at the time the proposal is accepted by signing and submitting Member Contribution Summary page of this proposal. CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.

INVOICE

Paycom Payroll, LLC
7501 W Memorial Rd
Oklahoma City, OK 73142

800-580-4505
405-722-6900

DATE: May 30th, 2023
Invoice #: 493581

Bill To:
Voices College Bound Lanuage
6840 Via Del Oro, Suite 160
San Jose, CA 95119

DESCRIPTION	AMOUNT
Cost for Paycom System Implementation & Data Conversion	$13,354.39
PAYMENT TOTAL DUE TODAY **TOTAL**	$13,354.39

If you have any questions, contact Kenny Nguyen at (602) 570-3318 or kenny.nguyen@paycomonline.com

THANK YOU FOR YOUR BUSINESS!

paycom

BUDGET PLAN

Paycom Payroll, LLC
7501 W Memorial Rd
Oklahoma City, OK 73142

800-580-4505
405-722-6900

DATE: May 17, 2023
Invoice #: 451873

Bill To:
Voices College-Bound Learning

DESCRIPTION	BUDGET	AMOUNT
Talent - Applicant Tracking, Onboarding, Employment Screening	6%	$ 3,843.00
Accounting - Payroll Processing, Tax Filing, Expenses, General Ledger	48%	$ 28,960.20
Technology - ESS Portal, Online Database	8%	$ 4,849.56
Human Resources - Employee Engagement, Training, Compliance	37%	$ 22,135.08
(Benefits)		*$ (16,800.00)*
Human Resources - Employee Engagement, Training, Compliance		$ 5,335.08
TOTAL		**$ 59,787.84**

If you have any questions or need other forms of payment, please contact:
Shaena Reed at (928) 230 - 8841 or shaena.reed@paycomonline.com

THANK YOU FOR YOUR BUSINESS!

Coversheet

Approve the 23-24 Family Handbook

Section: IX. Consent Items
Item: G. Approve the 23-24 Family Handbook
Purpose: Vote
Submitted by:
Related Material:
Draft_Voices 22-23 Family Handbook (YMC edits) (4857-1725-0132.v1).docx (1).pdf

Voices College Bound Language Academies
2023-2024 Family Handbook

www.voicesacademies.org

Mission: Voices College-Bound Language Academies will prepare all students for the challenges of higher education through the context of an academically rigorous dual-language program. In addition, we will ensure students demonstrate high academic achievement and apply critical thinking skills while making sense of their role within their own culture and the greater society.

Revised 05.2023

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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 General Information

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 College-Bound Language Academies (“Voices, “ “Charter School” or "Academies”) 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; and/or
- 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 five (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.

School Hours

Voices College-Bound Language Academies are in session from 8:00 a.m. – 4:00 p.m. everyday unless otherwise noted (Advent site 8:15-4:15) . Minimum day schedules are from 8:00-12:30 (Advent 8:15-12:45). 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 14271 Story Rd., San Jose, CA 95127 (408) 571-6404	Voices West Contra Costa 201 28th St. Richmond, CA 94804 (510) 480-0540	Voices Morgan Hill at Morgan Hill **Community and Cultural Center** 17000 Monterey Rd. Morgan Hill, CA 95037 (408) 791-1700)	Voices Morgan Hill at **Peak Ave** 17720 Peak Ave. Morgan Hill, CA 95037 (408) 791-1700
Voices “AKA Flagship or Franklin McKinley” 715 Hellyer Ave San Jose, CA 95111 (408) 361-1960	Voices Stockton 321 E Weber Ave Stockton, CA 95202 (209) 942-1160	Voices Morgan Hill at **Advent** 16870 Murphy Ave. Morgan Hill, CA 95037	

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.

Independent Study (“IS”)

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.

Short- and long-term independent study may be offered at the sole discretion of the School Leader ("SL"). Instances of when to provide IS:

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 student achievement.
- Individualized study for a student whose health would be put at risk by in-person instruction, as determined by the parent or guardian of the student, or a student 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 a Free and Appropriate Education ("FAPE") in that setting and it is documented in the student's Individualized Education Program ("IEP").

A copy of the complete Voices Independent Study Policy is located at the main office or on the school website.

II. Instructional Program

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.

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. Voices **will not** consider specific requests for placements due to class size and location constraints with the exception of specific placements due toMorgan Hill siblings and site locations. Voices has made every effort to keep siblings together at the same Morgan Hill temporary site whenever grade levels permit.

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/guardians 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/guardian, 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/guardians 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/guardian 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.**

State Testing

Voices shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress ["CAASPP"].) Notwithstanding any other provision of law, a parent/guardian's written request to their Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, parents/guardians have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

In addition to the CAASPP, students may be administered the English Language Proficiency Assessments for California ("ELPAC"), and Physical Fitness Test assessments. The aforementioned exemption is not applicable for the ELPAC or Physical Fitness Test.

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When the state tests are 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.

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 English Language Arts ("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®.

Multi Tiered Systems of Support ("MTSS")

Parents/guardians 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.

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.** Voices 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.** Voices provides intervention to small groups of students who need more support than they are receiving through Tier I.
- **Tier III includes intensive interventions.** Voices 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, English Language Develop ("ELD") or math intervention, participation in the Student Success Team ("SST") process and school counseling supports. Individual student supports are determined by the SST members, which includes classroom teachers, the Student Services Manager, counselors, intervention teacher(s), and parents/guardians.

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.

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.

A copy of the complete Acceleration and Retention Policy is available for review in the main office or on the Voices website.

Teacher Qualification Information

As Voices receives Title I federal funds through the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA"), all parents/guardians of students attending Voices may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals, including at a minimum:

1. Whether the student's teacher:
    a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
    b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
    c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact:

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

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.

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 because of disciplinary infractions, including suspensions, are required to attend school and shall engage in appropriate academic/ educational activities.

Revised: 05.2023

All field trips require 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. Siblings who are not enrolled/participating in the trip in their own right are not permitted on field trips.

Safety of all children is a top priority at Voices. For field tips, children must be able to behave safely and follow the teacher's instructions. Children must demonstrate a consistent ability to follow adult direction before they can participate in 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. If a student with special needs is unable to attend a field trip for safety or disciplinary reasons, the school must hold an SST, 504, or IEP meeting to have the team agree that it is unsafe for the student to participate. The school will make every effort to support the student - such as bringing extra chaperones, assigning them a 1:1 aide for the day, etc.

A copy of the complete Field Trip Policy is available for review in the main office or on the Voices website.

Sexual Health Education

Voices offers comprehensive sexual health education to its students in grades 7-8. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents/guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to Voices.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Voices personnel or outside consultants. When Voices chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
    - The date of the instruction
    - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 7-8 and grade 5. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the

test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to Voices.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks if the Charter School has received a written request from the student's parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

III. Student Conduct Expectations

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, organized, neatly dressed, careful with school property, respectful towards their teachers, and courteous to other students, staff, and volunteers.

Dress Code

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. 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, not including suspension or expulsion.

Description of Uniform:

SHOES : All grades	Rubber bottom, flat soled shoes with covered toes
BOTTOM: All grades	Khaki or tan (cotton twill) Pants, Shorts, skirt, or jumper **with Belt (grades 2nd+)**
TK, Kindergarten and 1st grade	Voices Shirt: **Gold** Polo-style shirt with Voices logo
2nd and 3rd Grade	Voices Shirt: **Purple** Polo-Style Shirt with Voices logo
4th and 5th Grade	Voices Shirt:

Revised: 05.2023

	Maroon Polo-Style Shirt with Voices logo
6th and 7th Grade	Voices Shirt: **Gray** Polo-Style Shirt with Voices logo
8th Grade	Voices Shirt: Gold, Purple, Maroon or Gray Polo-Style Shirt with Voices logo

Additional Rules:

- No clothing, jewelry, accessories, or hairstyles which are, or include, a picture, writing, or insignia which is: (1) gang related; (2) presents a safety hazard to the wearer or others; (3) advertises or symbolizes any type of alcohol, drugs, tobacco, or gambling; (4) includes weapons or acts which are illegal, violent, obscene, or hazardous to one's health; (5) sexually suggestive, crude, vulgar, profane; discriminatory, obscene, contain threats, libelous; or (6) offensive or degrading to students or staff on the basis of gender, cultural, religious or ethnic values.
- 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 Voices 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 Voices sponsored activity, is not allowed.
- No hats are permitted in the classroom(but can be worn for sun protection outside) Head coverings for religious purposes are acceptable at all times, both indoors and outdoors
- 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^{nd}-8^{th} grade)
    - Skirts and shorts must not be shorter than four inches above the knee.
    - Pants must be worn at the waist.
    - Shirts must fit appropriately--neither too small nor too big.
    - In the event of cold weather, students may wear a jacket, sweatshirt, cardigan, or sweater over their collared shirt.
    - **Shirts must be tucked in.**

Out of Uniform Notices

Parents will receive an "Out of Uniform" notice if a child does not adhere to the uniform policy. The notice should be returned to the school with the parent's signature the next school day. Upon 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.

Revised: 05.2023

Students may not be penalized academically or removed from class as a consequence for not complying with the school uniform policy. Students will be sent to the office to pick up an Out of Uniform Notice. Students who repeatedly violate the School Dress Code may be subject to discipline, not including suspension or expulsion. **A copy of the complete Dress Code Policy is available for review in the main office or on the Voices website.**

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 social media, 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 their 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
11. Will not access any site which requires the student to state that they are eighteen years of age or older as a condition of accessing the site.
12. Use the Internet to buy or sell, or attempt to buy or sell, any service or product unless authorized by Voices in writing.
13. Make any statement or post any communication on the Internet about another person that the person 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 email and records of Internet activities will be accessed by Voices 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.

Students who violate this Agreement will be subject to discipline, which may include loss of access to Charter School technology resources and/or other appropriate disciplinary or legal action in accordance with the Student

Code of Conduct and applicable laws. 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 Acceptable Use Agreement must be on file before a child may explore the internet and use electronic devices.

Please see the complete Student Use of Technology Policy and Acceptable Use Agreement located in the main office or on the school website.

Attendance

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 Voices. For every day 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 they are not in school regardless of the reason surrounding the absence.

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 AM and early arrivals to the school site 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. Instructions specific to each site will be sent via ParentSquare.**

Dismissal

The regular instructional day ends at 4:15 P.M. for Voices Morgan Hill Advent site and at 4:00 P.M. for all other Voices sites. Students must be picked up promptly. At dismissal time, Traditional Kindergarten ("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, Voices 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 4:30 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 their new school environment. At the same time, we need parents/guardians to recognize that leaving the school site and allowing the classroom teacher and other students to participate in the inclusion process helps with a child transition. On the first day of school, you

will be expected to leave your child in the care of the teacher and Voices staff. While some students may cry, teachers are accustomed to supporting students in this situation and will settle, comfort, and distract your child. **Only with the Principal's approval, and under extenuating circumstances, will parents/guardians be allowed to remain on campus 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 Voices notifying Voices of this person's identity; proof of identification will be required.** Voices reserves the right to call the parents/guardians 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 may constitute an unexcused absence per the Attendance Policy. Voices will not pull out students from class until parent arrives for an early pick up.**

Avoid these common (but unacceptable) excuses:
"We decided to extend our vacation- a few days of school won't matter."
"I need my child to stay at home and baby-sit a younger brother/sister."
"It is too hot/cold/rainy to send my child to school."
"My child had an appointment so I decided to keep them home all day."

If a child is sick and cannot operate at school or has a communicable illness, 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/guardians 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 and Verification of Absence

Absence from school shall be excused only for health reasons, family emergencies and justifiable personal reasons, as required by law or permitted under the school's Attendance Policy. ***A copy of the complaint Attendance Policy is available for review in the main office or on the Voices website.***

Parent/guardians are required to notify the Voices office promptly if your child has a communicable disease so that we can notify other parents/guardians, 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).

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 Voices office if they are late for school to receive a pass.**

Revised: 05.2023

Truancy

Students shall be classified as truant if absent from school without a valid excuse three (3) full days in one school year, or tardy or absent for more than any thirty (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 to initiate the truancy process. When the student's attendance problems cannot be resolved in accordance with the Attendance Policy or the student and parent/guardian have failed to respond to directives to correct the problem, a student who has been classified as truant may be involuntarily removed pursuant to the process below, referred to the district attorney or probation officer for truancy mediation. Further, the School attendance review board or probation officer may request a juvenile court petition on behalf of the student.

Lost or Damaged School Property

If a student willfully damages Voices' property or the personal property of a Voices employee, or fails to return a textbook, library book, computer/tablet or other Voices property that has been loaned to the student, the student's parents/ guardians are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars ($10,000), adjusted annually for inflation. After notifying the student's parent or guardian in writing of the student's alleged misconduct and affording the student due process, Voices may withhold the student's grades or transcripts until the damages have been paid. If the student and the student's parent/guardian are unable to pay for the damages or to return the property, Voices will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades will be released.

Non-School Property

Personal property not related to the school's programs should not be brought to school and this includes cell phones, toys, handheld devices such as video games, etc. **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 week if a student repeatedly brings an unauthorized item to school.

Campus Search and Seizure

Voices recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Voices' employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Voices has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device. If Voices has a good faith belief that the device is lost, stolen, or abandoned, Voices may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

Revised: 05.2023

Voices is not prohibited from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Voices' rules or regulations. ***The complete Campus Search and Seizure Policy is available for review at the main office or on the school website.***

Consequences for Violation of Policies

Character Violation

If a student violates any school rule or policy, 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. An age appropriate time limit will be considered when assigning a "time out" to allow students an opportunity to re-regulate prior to returning to class. 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. 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 out
- Loss of privilege (recess, enrichment, field trip, etc.)
- Recess restrictions- Teachers and administrators may restrict a student's recess time when they believe 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 restitution (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 asked to come to school and to sit with the student in their classroom(s) and through school activities. The observation may be for at least one hour and perhaps more, depending on the violation. 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
- Student Success Team ("SST") referral
- Providing or recommending parenting classes/support
- County nurse referral
- Other social services/mental health/counseling referral

Character Violation

Student Name:_____

Date:_____ Time:

□ **Classroom** □ **Outside**

Violation of the following character trait:

□ **Trustworthiness** □ **Fairness**

□ **Respect** □ **Responsibility**

□ **Citizenship** □ **Caring**

Explanation:_____

_____

_____

Staff Signature:_____

Student Signature:_____

Parent/Guardian Signature:_____

Character Counts! Tickets

Character Counts! Ticket

Today your actions exemplified the following Voices Core or School-site Values and Character traits:

(staff - circle those that apply)

Sí Se Puede Attitude **In Lak'Ech** **Scholarship** **Activism**

(staff - circle those that apply and write in additional character trait)

Caring **Responsibility** **Fairness**
Respect **Trustworthiness** **Citizenship**

Name of Student:_____

Staff Member: _____

Explanation:_____

_____

All Voices staff will have Character Counts! Tickets that they may hand out to students that they observe acting in a way that is consistent with one of Voices' Character Traits. Staff have high expectations for how Voices expects these traits to be exemplified. Staff will 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.

Revised: 05.2023

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
- Right to be heard
- Right to by yourself

Revised: 05.2023

If a member of the Voices community witnesses a behavior that they believe 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.

Suspension and Expulsion Procedures

Morgan Hill

Stockton

Mount Pleasant

"Franklin McKinley" or "flagship"

West Contra Costa

Professional Boundaries: Staff/Student Interaction Policy

Voices College-Bound Language Academies ("Voices" or "Charter School") recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, they must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. 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.

Examples of Specific Behaviors

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.

(a) Giving gifts to an individual student that are of a personal and intimate nature.
(b) Kissing of any kind.
(c) Any type of unnecessary physical contact with a student in a private situation.

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(d) Intentionally being alone with a student away from the school.
(e) Making or participating in sexually inappropriate comments.
(f) Sexual jokes.
(g) Seeking emotional involvement with a student for your benefit.
(h) Listening to or telling stories that are sexually oriented.
(i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
(j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

(a) Giving students a ride to/from school or school activities.
(b) Being alone in a room with a student at school with the door closed.
(c) Allowing students in your home.

Cautionary Staff/Student Behaviors
These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

(a) Remarks about the physical attributes or development of anyone.
(b) Excessive attention toward a particular student.
(c) Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

(a) Getting parents' written consent for any after-school activity.
(b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
(c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
(d) Keeping the door open when alone with a student.
(e) Keeping reasonable space between you and your students.
(f) Stopping and correcting students if they cross your own personal boundaries.
(g) Keeping parents informed when a significant issue develops about a student.
(h) Keeping after-class discussions with a student professional and brief.
(i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
(j) Involving your supervisor if conflict arises with the student.
(k) Informing the Principal about situations that have the potential to become more severe.
(l) Making detailed notes about an incident that could evolve into a more serious situation later.
(m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
(n) Asking another staff member to be present if you will be alone with any type of special needs student.
(o) Asking another staff member to be present when you must be alone with a student after regular school hours.
(p) Giving students praise and recognition without touching them.
(q) Pats on the back, high fives and handshakes are acceptable.

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(r) Keeping your professional conduct a high priority.
(s) Asking yourself if your actions are worth your job and career.

IV. Student/Family Rights and Complaint Procedures

Nondiscrimination Statement

The Charter School does not discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

The Charter School does not discourage students from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. The Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School's charter and relevant policies.

The Charter School does not request nor require student records prior to a student's enrollment.

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent, guardian, or student over of the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability). The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures ("UCP") Compliance Officer:

Chief Executive Officer
6840 Via Del Oro #160

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San Jose, CA 95119
408-791-1609

The lack of English language skills will not be a barrier to admission or participation in the Charter School's programs or activities. The Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

Student Records, including Records Challenges and Directory Information

The Family Educational Rights and Privacy Act ("FERPA") affords parents/guardians and students who are 18 years of age or older ("eligible students") certain rights with respect to the student's education records. These rights are:

1. The right to inspect and review the student's education records within five (5) business days after the day Voices receives a request for access. Parents/ guardians or eligible students should submit to the Charter School Principal or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents/guardians or eligible students who wish to ask the Charter School to amend a record should write the Charter School's Principal or designee, clearly identify the part of the record they want changed and specify why it should be changed. If the Charter School decides not to amend the record as requested by the parent or eligible student, the Charter School will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing. If the Charter School decides to amend the record as requested by the parent or eligible student, the Principal must order the correction or the removal and destruction of the information and inform the parent or eligible student of the amendment in writing.

3. The right to provide written consent before the Charter School discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to Voices officials with legitimate educational interests. A Voices official is a person employed by the Charter School 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 Voices' Board of Directors. A Charter School official also may include a volunteer, consultant, vendor, or contractor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, therapist, or contracted provider of digital educational platforms and/or services; 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 Charter School official in performing their tasks. A Voices official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, Voices discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student's enrollment or transfer.

Note that Voices will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by Voices to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

   Student Privacy Policy Office
   U.S. Department of Education
   400 Maryland Avenue, SW
   Washington, DC 20202

5. The right to request that Voices not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

FERPA permits the disclosure of PII from a student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to Voices officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires Voices to record the disclosure. Parents/guardians and eligible students have a right to inspect and review the record of disclosures. Voices may disclose PII from the education records of a student without obtaining prior written consent of the parents/ guardians or the eligible student to the following parties:

1. Voices officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, Voices will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Voices will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent's or eligible student's 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 a hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for Voices in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents/guardians of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. 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 effort 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;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;

11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and parents/guardians, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by Voices; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by Voices with respect to that alleged crime or offense. Voices discloses the final results of the disciplinary proceeding regardless of whether Voices concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. Voices may disclose the personally identifiable information that it has designated as directory information without a parent's or eligible student's prior written consent. Voices has designated the following information as directory information:

1. A student's and parents'/guardians' names
2. A student's and parents'/guardians' address
3. Telephone listing
4. Student's and parents'/guardians' electronic mail address
5. Photograph /video
6. Date of birth
7. Participation in officially recognized activities and sports
8. Dates of attendance
9. Degrees, honors, and awards received
10. Goals attained
11. The most recent previous educational agency or institution attended by the student
12. 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.)

If you do not want Voices to disclose directory information from your child's education records without your prior written consent, you must notify Voices in writing at the time of enrollment or re-enrollment.
Please notify the Principal at:

Voices "Flagship"
Principal
715 Hellyer Ave., San Jose, CA 95111
408-361-1960

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Voices West Contract Costa
Principal
201 28th St. Richmond, CA 94804
510-480-0540

Voices Morgan Hill
Principal
16870 Murphy Ave., Morgan Hill, CA 95037
408-791-1700

Voices Mt. Pleasant
Principal
14271 Story Rd., San Jose, CA 95127
408-571-6404

Voices Stockton
Principal
321 E Weber Ave., Stockton, CA 95202
209-942-1160

A copy of the complete Policy is available upon request at the main office or on the school website.

Use of Student Information Learned from Social Media

The Charter School complies with all federal, state, and local guidelines regarding the gathering and/or maintenance of information about any enrolled student obtained from social media in the student's educational record. The Charter School gathers student information from social media. Such information shall be maintained in the Charter School's records with regard to the student and shall be destroyed within one (1) year after a student turns 18 years of age or within one (1) year after the student is no longer enrolled in the Charter School, whichever occurs first. A non-minor student or a student's parent or guardian may access the student's records for examination of the information, request the removal of information or corrections made to information gathered or maintained by the Charter School by contacting the Principal.

Involuntary Removal Process

No student shall be involuntarily removed by Voices for any reason unless the parent of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's parent or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with each Charter School's expulsion procedures. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to each Charter School's suspension and expulsion policy.

Upon parent request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall include a copy of the Charter School's expulsion hearing process.

If the parent is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If the parent requests a hearing and does not attend on the date scheduled for the hearing the student will be disenrolled effective the date of the hearing.

Revised: 05.2023

If, as a result of the hearing, the student is disenrolled, notice will be sent to the student's last known school district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent Voices from making a similar recommendation in the future should student truancy continue or reoccur.

Informal and Formal Community Complaint Resolution Procedures

Voices College-Bound Language Academies ("Voices Academies" or "Charter School") has adopted this General Complaint Policy to address concerns about the Charter School generally and/or regarding specific Charter School employees. For complaints regarding unlawful discrimination, harassment, intimidation or bullying, unlawful pupil fees, or other specific perceived violations of state or federal laws, please refer to the Charter School's Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy and/or the Charter School's Uniform Complaint Policy and Procedures. For all other complaints, this Policy, the General Complaint Form, and accompanying procedures will be appropriate. For any questions regarding the application of this Policy or the Charter School's other policies, please contact the Principal.

This Policy shall be used when a non-employee complainant raises a complaint or concern about Charter School generally or a Charter School employee.

If reasonably feasible, third-party complaints shall be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the Charter School employee directly. It is the intent of Voices College-Bound Language Academies ("School") to integrate conflict resolution skills into the curriculum and parent education activities. In accordance therewith, community members that have complaints against each other are encouraged to first address the issue with the person directly using the learned conflict resolution skills.

Informal: Conflict Resolution

When a school community member (student, teacher, parent, volunteer, tutor, etc.) has a concern or complaint the Charter 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, and determine if the complaint should be addressed under the Charter School's Title IX Harassment, Intimidation, Discrimination, and Bullying Policy.

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. The Conflict Resolution Guidelines should 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

Revised: 05.2023

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 Charter 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; and
    3. A specific description of any prior attempts to resolve the complaint with the person and the outcome of those efforts.

B. When applicable, the Principal (or designee) shall confer with the parties identified in the complaint or persons with knowledge of the particulars of the complaint to ascertain said facts; and

C. In the event that the Principal (or designee) finds that a complaint is valid, Principal (or designee) shall take appropriate action to resolve the concern as follows:
    a. 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.
    b. If no resolution can be agreed upon between the Principal or designee and the Complainant, the Principal or designee shall submit the complaint to the Chief Operations Officer.
    c. The Chief Operations Officer (or designee) may seek additional investigation by the Principal or designee as it deems necessary.
    d. The Chief Operations Officer (or designee) will make the final determination regarding the dispute and shall notify the Complainant of the determination within ten (10) school days of the determination.

Complaint Against Employees

A. 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 Charter School, employees must practice honesty and integrity in fulfilling responsibilities and comply with all applicable laws and regulations.

B. It is the responsibility of all employees to comply with Voices Academies' policies noted in the Employment Guidelines and to report violations or suspected violations in accordance with this Whistleblower Policy.

Revised: 05.2023

C. In the event the complaint is against an employee of the Charter School, the Principal (or designee) the following will occur:
    a. 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.
    b. 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:
        i. Within 10 working days of the receipt of the complaint, the Principal or designee shall use their best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
D. 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.
E. The Principal's or designee's decision relating to the complaint shall be final unless it is appealed to the Chief Operations Officer. The decision of the Chief Operations Officer shall be final.
F. If the complaint is about the Principal, the complainant may file their complaint by using a General Complaint Form (sample below) and sending it to the Executive Director, who will then conduct a fact-finding investigation or authorize a designee or third-party investigator on behalf of the Charter School. The Executive Director or investigator will report the findings to the Board, in closed session for review and further action, if necessary.
G. If the complaint is about the Executive Director, the complainant may file their complaint by using a General Complaint Form (sample below) and sending it to the Board Chair, who will then conduct a fact-finding investigation or authorize a third-party investigator on behalf of the Charter School. The Board Chair or investigator will report the findings to the Board, in closed session for review and further action, if necessary.
H. The Executive Director or Chair shall draft a written response to the complainant indicating that the matter has been investigated and sufficiently addressed. If appropriate, the response may include general details about the manner of the resolution, but at all times, employee and student privacy rights shall be maintained. No response may include any details about adverse action taken against a student or employee.

These procedures, which we believe is important for both you and the Charter School, cannot guarantee that every problem will be resolved to your satisfaction. However, the Charter School values your observations, and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

General Assurances

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.

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 ("UCP") Notice

The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. The Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure ("UCP") adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, 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.

2. Complaints alleging a violation of state or federal law or regulation governing the following programs:

    - Accommodations for Pregnant, Parenting or Lactating Students;
    - Consolidated Categorical Aid;
    - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
    - Every Student Succeeds Act;
    - School Safety Plans; and/or

3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

    - 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.
    - A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
    - A purchase that a student is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees may be filed with the Principal or the Compliance Officer identified below. Please see the Student Fees Policy in the main office or on the website for more information.

Revised: 05.2023

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

Chief Executive Officer
6840 Via Del Oro #160
San Jose, CA 95119
408-791-1609

Only complaints regarding pupil fees or LCAP compliance may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees or LCAP.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Charter School's Board of Directors approved the LCAP or the annual update was adopted by the Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and the Charter School's UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report ("Decision") within sixty (60) calendar days from the Charter School's receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal the Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the Charter School's written Decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of the Charter School's Decision, and the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. The Charter School failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.

3. The material findings of fact in the Charter School's Decision are not supported by substantial evidence.

4. The legal conclusion in the Charter School's Decision is inconsistent with the law.

5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If the Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.

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) calendar 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 the complainant's right to file a complaint in accordance with 5 C.C.R. § 4622.

A copy of the UCP shall be available upon request free of charge in the main office or on the school website. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the CEO.

Title IX, Harassment, Intimidation, Discrimination, And Bullying Policy

Discrimination sexual harassment, 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, sexual harassment, harassment, intimidation, and bullying altogether. This policy 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.

Revised: 05.2023

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. Voices staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when 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 whom Voices does business, or any other individual, student, or volunteer. This Policy applies to all employee, student, and volunteer actions and relationships, regardless of position or gender. Voices will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this Policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. Voices complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

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 or school 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 characteristics listed above.

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et seq.*; 34 C.F.R. Part 106) and California state law prohibit discrimination and harassment on the basis of sex. Under Title IX, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;

- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity; or
- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

In accordance with Title IX and California law, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by Voices.

Voices is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire, when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational 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 themselves 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.
    - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.

- Unwanted sexual advances, propositions or other sexual comments, such as:
    - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
    - Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
    - Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or the employee's sex.

- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:

- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
- Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work 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.

Prohibited Bullying

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. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/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:

1. Placing a reasonable student* or students in fear of harm to that student's or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
3. Causing a reasonable student to experience substantial interference with the student's academic performance.
4. Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by Voices.

* "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, 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, video 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 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:

1. A message, text, sound, video, or image.
2. 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 the definition of "bullying," above.
    b. Creating a credible impersonation of another actual student 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 student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

c. 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 student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.

3. An act of "Cyber sexual bullying" including, but not limited to:
    a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student 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.
    b. "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.
4. 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.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Voices' education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Voices investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, a complainant must be participating in or attempting to participate in Voices' education program or activity.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

Voices has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

Voices advises students:

a. To never share passwords, personal data, or private photos online.
b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
d. To consider how it would feel receiving such comments before making comments about others online.

Voices informs Charter School employees, students, and parents/guardians of Voices' policies regarding the use of technology in and out of the classroom. Voices encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

Voices employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Voices advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Voices and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Voices' bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Voices informs Voices employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

3. Professional Development

Voices annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Voices employees who have regular interaction with students.

Voices informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by Voices, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

Voices encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for Voices' students.

Grievance Procedures

1. Scope of Grievance Procedures

Voices will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

a. Are written and signed;
b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
c. Submitted to Voices UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, Voices will utilize the following grievance procedures in addition to its UCP when applicable.

2. 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 when 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 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. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Voices will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Principal, Coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Voices acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent

possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, 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 individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

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, and any individual designated as a coordinator, investigator or decision-maker and any person who facilitates an informal resolution process will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

3. Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Voices' education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Voices' educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Voices will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Voices to provide the supportive measures.

4. Investigation and Response

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 twenty-five (25) school days. If the Coordinator (or administrative designee) determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator (or administrative designee) will inform the complainant of the reasons for the delay or extension 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, the Coordinator (or administrative designee) will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
  - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
    - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
    - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
    - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
    - A statement that Voices prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- Emergency Removal
  - Voices may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Voices' policies.
  - Voices may remove a respondent from Voices' education program or activity on an emergency basis, in accordance with Voices' policies, provided that Voices undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
  - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- Informal Resolution
  - If a formal complaint of sexual harassment is filed, Voices may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Voices offers such a process, it will do the following:
    - Provide the parties with advance written notice of:
      - The allegations;
      - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
      - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
      - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
    - Obtain the parties' advance voluntary, written consent to the informal resolution process.
  - Voices will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
  - The decision-maker will not be the same person(s) as the Coordinator or the investigator. Voices shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.

- In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
- The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- Prior to completion of the investigative report, Voices will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

● Dismissal of a Formal Complaint of Sexual Harassment

- If the investigation reveals that the alleged harassment did not occur in Voices' educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Voices policy.
- Voices may dismiss a formal complaint of sexual harassment if:
  - The complainant provides a written withdrawal of the complaint to the Coordinator;
  - The respondent is no longer employed or enrolled at Voices; or
  - The specific circumstances prevent Voices from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
- If a formal complaint of sexual harassment or any of the claims therein are dismissed, Voices will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.

● Determination of Responsibility

- The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
- Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
- Voices will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
  - The allegations in the formal complaint of sexual harassment;
  - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
  - The findings of facts supporting the determination;
  - The conclusions about the application of Voices' code of conduct to the facts;
  - The decision and rationale for each allegation;
  - Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
  - The procedures and permissible bases for appeals.

5. Consequences
Students or employees who engage in misconduct prohibited by this Policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Voices or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Voices in response to a formal complaint of sexual harassment.

6. Right of Appeal
Should the reporting individual find Voices' resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of Voices' decision or resolution, submit a written appeal to the Chief Executive Officer, who will review the investigation and render a final decision.

The following appeal rights and procedures will apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and Voices will implement appeal procedures equally for both parties.
- Within five (5) business days of Voices' written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from Voices' dismissal of a formal complaint or any allegations therein, on the following bases:
    - Procedural irregularity that affected the outcome of the matter;
    - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
    - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- Voices will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will: 1) give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; 2) issue a written decision describing the result of the appeal and the rationale for the result; and 3) provide the written decision simultaneously to both parties.

7. Recordkeeping
All records related to any investigation of complaints under this Policy are maintained in a secure location.

Voices will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

TITLE IX, HARASSMENT, INTIMIDATION,
DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____

_____

_____

I hereby authorize Voices **to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination.**

_____ Date: _____
Signature of Complainant

_____
Print Name

To be completed by the Charter School:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

V. Student Health and Safety

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/guardians 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 they 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 participate in the Universal school meals program, please send your child to school each day with:

- A healthy, adequate lunch
- A healthy, non-perishable drink.

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

DO NOT SEND:
Junk food, fast food or items that are high in fat or sugar. Items such as these may be discreetly 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. 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.

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

Class parties

We kindly request that parents/guardians 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.

National School Lunch Program: Universal Free Meals

Each Voices Charter School participates in the National School Lunch Program. Commencing with the 2022-23 school year, the Charter School shall provide two (2) nutritionally adequate meals to each

student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free meal per meal service (breakfast and lunch) each school day. This shall apply to all students in kindergarten through grade eight (8).

Applications for school meals are distributed during the summer, included in the first day packets to all families and can also be obtained on each Charter School's website and in their respective main office. All families are encouraged to complete the application form. Completed application forms can be returned to the Charter School's main office.

A copy of the complete Policy is available upon request at the main office or on the school website. The Charter School also maintains a School Wellness Policy pursuant to state and federal requirements.

Diabetes

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:
1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

A copy of the information sheet regarding type 2 diabetes is available at: https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp.
Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

The Charter School will provide an information sheet regarding type 1 diabetes to the parent or guardian of a student when the student is first enrolled in elementary school, pursuant to Education Code Section 49452.6. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 1 diabetes.
2. A description of the risk factors and warning signs associated with type 1 diabetes.
3. A recommendation that parents or guardians of students displaying warning signs associated with type 1 diabetes should immediately consult with the student's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
4. A description of the screening process for type 1 diabetes and the implications of test results.
5. A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the pupil's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information sheet regarding type 1 diabetes shall be made available by the CDE, on the CDE website. Please contact the school office if you need a copy of this information sheet or if you have any questions about this information sheet.

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. 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 eight (8) to twelve (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.

Revised: 05.2023

Oral Health Assessment

Students enrolled in kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to have an oral health assessment completed by a dental professional. Please contact the main office if you have questions about this requirement.

Physical Examinations and Right to Refuse

All students must complete a health screening examination on or before the 90th day after the student's entrance into first grade or such students must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to students enrolled in Transitional Kinder/Kindergarten. If your child's medical status changes, please provide the school with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

A parent having control or charge of any child enrolled in Voices may file annually with the Principal a written and signed statement stating that the parent will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

Head Lice

To prevent the spread of head lice infestations, Charter School personnel shall report all suspected cases of head lice to the clerk, or designee, as soon as possible. The clerk, or designee, shall examine the student and any siblings of affected students or members of the same household. If live lice are found, parents/guardians will be informed about recommended treatment procedures and sources of further information. Students will not be sent home early from Voices if they have lice unless the situation is serious enough to warrant immediate exclusion.

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..

Once treatment has begun students are permitted to come to school, a pre-screen will take place first thing in the morning by school personnel, a designee, or other authorized health care representative. Parents/guardians of students who still have lice will be asked to provide a dated receipt of purchase of the shampoo or a note from the parent/guardian verifying treatment has begun.

Vision, Hearing and Scoliosis Screening

Each student 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 seventh grade and every male student in eighth grade shall be screened for the condition known as scoliosis. The screening shall be in accordance with standards established by the State Department of Education.

Revised: 05.2023

Medications at School

Any student who is or may be required to take, during the regular schoolday, prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by school office staff or designated Charter School personnel.

In order for a student to be assisted by school office staff or other designated Charter School personnel in administering medication, Charter School shall obtain both:

1. A written statement from the student's authorized health care provider detailing the name of the medication, method, amount/dosage, and time schedules by which the medication is to be taken, and

2. A written statement from the parent, foster parent, or guardian of the student indicating the desire that Voices assist the student in the matters set forth in the statement of the authorized health care provider.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

The primary responsibility for the administration of medication rests with the parent/guardian, student, and medical professionals.

Please see the entire Administration of Medication Policy in the main office or on the school website.

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/guardians 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, staff will call 911.
2. Voices staff will contact parents/guardians (parents/guardians will be contacted for all head injuries);
3. No child is sent home until a parent/guardian is contacted and an agreement is reached as to appropriate actions.
4. Any action taken by Voices staff is recorded on the daily injury log.

Returning to School after an Illness or Prolonged Absence

For students returning to school following a serious or prolonged illness, injury, surgery, or other hospitalization, the school may require written clearance from 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.

Revised: 05.2023

Immunizations

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records are required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirements must be excluded from attendance until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

Child's Grade	List of shots required to attend school
TK/K-12 Admission	Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses Polio - Four (4) doses Measles, Mumps, and Rubella (MMR) - Two (2) doses Hepatitis B (Hep B) - Three (3) doses Varicella (chickenpox) – Two (2) doses **NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.
Entering 7th Grade	Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose Varicella (chickenpox) - Two (2) doses **NOTE:** In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as requirements for 7th grade advancement (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. The Charter School believes it is a priority to inform our students about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek

assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, the Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at the main office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on each Charter School's website for your review.

School Safety Plan

The Charter School has established a Comprehensive School Safety Plan. ***The Plan is available upon request at the main office or on the school website.***

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 parent/guardian will be notified. The parent/guardian will be expected to sign a Parent Notification form when they pick up the student and will be expected to follow protocols before reentry into school. Failure to seek follow-up care for a minor child who may be a danger to themselves may result in a mandated Child Protective Service report.

For more information about Voices' Policy on Suicide Prevention, please see the website.

Mental Health Services

Voices recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at each Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

<u>Available on Each Campus:</u>

- <u>School-based counseling services</u> – your child is encouraged to directly contact a Voices counselor by coming into the office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at:

  Voices "Flagship"
  Counselor
  715 Hellyer Ave., San Jose, CA 95111
  408-361-1960

  Voices West Contract Costa

  Voices Morgan Hill

Counselor
201 28th St. Richmond, CA 94804
510-480-0540

Counselor
16870 Murphy Ave., Morgan Hill, CA 95037
408-791-1700]

Voices Mt. Pleasant
Counselor
14271 Story Rd., San Jose, CA 95127
408-571-6404

- Our Charter Schools' counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact the principal to request an evaluation:

Voices "Flagship"
Principal
715 Hellyer Ave., San Jose, CA 95111
408-361-1960

Voices West Contract Costa
Principal
201 28th St. Richmond, CA 94804
510-480-0540

Voices Morgan Hill
Principal
16870 Murphy Ave., Morgan Hill, CA 95037
408-791-1700

Voices Mt. Pleasant
Principal
14271 Story Rd., San Jose, CA 95127
408-571-6404

Voices Stockton
Principal
321 E Weber Ave., Stockton, CA 95202
209-942-1160

- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this mediation to your child, please contact:

Voices "Flagship"
Business Manager
715 Hellyer Ave., San Jose, CA 95111
408-361-1960

Voices West Contract Costa
Business Manager
201 28th St. Richmond, CA 94804
510-480-0540

Voices Morgan Hill
Business Manager
16870 Murphy Ave., Morgan Hill, CA 95037
408-791-1700

Voices Mt. Pleasant
Business Manager

Voices Stockton
Business Manager

14271 Story Rd., San Jose, CA 95127
408-571-6404

321 E Weber Ave., Stockton, CA 95202
209-942-1160

Available in the Community:

Resources available in the Voices "Flagship", Morgan Hill and Mt. Pleasant Communities:

- Alum Rock Counseling Center 1245 East Santa Clara St. 95113 San Jose, CA 95113 408-294-0500
- Gardner Health Services Counseling 160 East Virginia St #100 San Jose, CA 95112 408-918-2688
- Santa Clara Valley Mental Health 408-885-3982

Resources available in the Voices West Contra Costa Community:

- Contra Costa Behavioral Health West County Children's Mental Health Clinic 303 41st Street Richmond, CA 94805 510-374-3261
- West Contra Costa - Youth Services Bureau (YSB) 263 S. 20th Street Richmond, CA 94804 510-215-4670
- Bay Area Community Resources (BACR) 3219 Pierce Street Richmond, CA 94804 510-559-3000
- Familias Unidas 205 39th Street Richmond, CA 94805 510-412-5930

Resources available in the Voices Stockton Community:

- San Joaquin Behavioral Health Services 1414 North California Street 2nd Floor Stockton, CA 95202 209-468-8700
- Valley Community Counseling Services 6707 Embarcadero Drive Stockton, CA 95219 209-956-4240

Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 988.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit** https://www.thetrevorproject.org/**.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at https://www.bbbs.org or by calling (813) 720-8778.

Pregnant and Parenting Students

Voices recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Voices will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and reenrollment in courses.

Revised: 05.2023

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

Chief Executive Officer
6840 Via Del Oro #160
San Jose, CA 95119
408-791-1609

A copy of the UCP is available upon request at the main office or on the school website. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the CEO.

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.

VI. Special Populations

Section 504

Voices recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any Voices' program. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by the Voices. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Principal.

A copy of the complete Section 504 policies and procedures is available upon request at the main office.

Special Education /Students with Disabilities

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. Voices provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Improvement Act ("IDEA"), Education Code requirements, and applicable policies and procedures under Sonoma County Charter Special Education Local Planning Area ("SELPA"). These services are available for special education students enrolled at Voices. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. Voices collaborates with parents/guardians, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, Voices is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. Voices shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact:

Voices "Flagship"
Principal
715 Hellyer Ave., San Jose, CA 95111
408-361-1960

Voices West Contract Costa
Principal
201 28th St. Richmond, CA 94804
510-480-0540

Voices Morgan Hill
Principal
16870 Murphy Ave., Morgan Hill, CA 95037
408-791-1700

Voices Mt. Pleasant
Principal
14271 Story Rd., San Jose, CA 95127
408-571-6404

Voices Stockton
Principal
321 E Weber Ave., Stockton, CA 95202
209-942-1160

The complete Special Education policy can be found *at the main office or on the school website*

Education of Foster and Mobile Youth

Definitions: For the purposes of this annual notice the terms are defined as follows:

- *"Foster youth"* means any of the following:

1. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code ("WIC") section 309 (whether or not the child has been removed from the child's home by juvenile court).
2. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.
3. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
    a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
    b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
    c. The nonminor is participating in a transitional independent living case plan.
4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.[1]
5. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

[1] Voices shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

- "*Former juvenile court school student*" means a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School, excluding a school district operated by the Division of Juvenile Justice of the Department of Corrections and Rehabilitation, from a juvenile court school.

- *"Child of a military family"* refers to a student who resides in the household of an active duty military member.

- *"Currently Migratory Child"* refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- *"Student participating in a newcomer program"* means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a student participating in the newcomer program will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent/guardian."

Foster and Mobile Youth Liaison: Voices designates the following staff person as the Liaison for Foster and Mobile Youth:

Director of Special Populations

408-791-1609

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability: Voices will work with foster youth and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Revised: 05.2023

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Voices Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records: When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the student will be calculated as of the date the student left the Charter School.

Revised: 05.2023

In accordance with the Charter School's educational records and student information policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parent/guardian consent.

Discipline Determinations: If the Charter School intends to extend the suspension of any foster youth pending a recommendation for expulsion, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office or website.

Availability of Complete Policy: For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete Foster and Mobile Youth Policy shall be provided at the time of enrollment. ***A copy of the complete Policy is available upon request at the main office or on the school website.***

Education of Homeless Children and Youth

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of "homeless."

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

School Liaison: Voices designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Dean of Culture

School Office

The Charter School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Voices Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: https://www.cde.ca.gov/sp/hs/

Housing Questionnaire: Voices shall administer a housing questionnaire for purposes of identifying homeless children and youth. Voices shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Voices shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at Voices. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at the Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. Voices shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

Revised: 05.2023

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. ***A copy of the complete Policy is available upon request at the main office or on the school website.***

English Learners

Voices is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. Voices will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents/guardians, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Voices will implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and parents/guardians.

VII. Communication and Community Engagement

The Importance of Home/School Communication

We strongly believe that effective communication between the family and Voices 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

Revised: 05.2023

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.

Parent and Family Engagement Policy

Voices aims to provide all students in each school significant opportunities to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act ("ESEA"). Voices staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success. ***A copy of the Charter School's complete Policy is available upon request in the main office or on the school website.***

Visiting/Volunteering at 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.**

Our goal is to form positive and caring partnerships with our Voices families and to always be as responsive as possible.

Families should:

- Call the office to set up a conference or meeting with a teacher.
- Office staff will pass on messages to teachers.
- Email or use Parent Square to communicate with teachers directly.

What to know/remember:

- Teachers will work to respond within 24 hours to any request for communication.
- Voices teachers are not expected to respond to requests for communication while they are teaching (8:00 am-4:00 pm), during evening hours or on weekends.
- Teachers may use work hours M-F between 7:45 am-8:00 am and after 4:00 pm to respond.
- Any parent/teacher communication should be within reasonable hours (for example, before 6:00 pm or 7:00 pm, no late hours).

Revised: 05.2023

- Voices staff and teachers are not expected to share their personal phone number or email with parents. **We respectfully request that you do not share teachers personal contact information with others or on social media groups without their permission**.

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.

In accordance with California law, all visitors (including parents and volunteers) must check in with each specific or Morgan Hill 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.

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 (including volunteers) shall register with the office staff immediately upon entering any Voices 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. All visitors are asked to comply with current mandated and recommended health and safety protocols. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g., fever, coughing) may be denied registration. When recommended or requested by the Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and practice social distancing. Voices Academies reserves the right to implement additional measures for the protection of its school community, such as requiring forehead temperature checks before entry to the same extent being utilized for students and employees.

4. If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. Voices Academies shall make reasonable efforts to notify parents or guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by Voices Academies, consistent with the law. The

Voices Academies Board of Directors and Bureau of Children's Justice in the California Department of Justice, at BCJ@doj.ca.gov, will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

5. Except for unusual circumstances, approved by the Principal, Voices Academies visits should not exceed approximately one-hundred and twenty (120) minutes in length and may not occur more than twice per semester.

6. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the Principal's written permission.

7. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Log book in the main office.

Volunteers

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.

Limitations of Volunteering or Visitation

1. The Principal, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.

2. The Principal may direct a visitor without lawful business on campus to leave campus when the visitor's presence or acts interfere with the peaceful conduct of the activities of the school, or disrupt the school or its students, or school activities. Any visitor who is directed to leave by the Principal or designee will not be permitted to return to the Charter School campus for at least seven (7) calendar days.

3. The Principal or designee may withdraw consent to be on campus for up to fourteen (14) calendar days even if the visitor has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt Voices Academies' orderly operation. Consent shall be reinstated whenever the Principal has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the school

campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The Principal shall grant such a hearing not later than seven (7) calendar days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person

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. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if the visitor reenters the school without following the posted requirements the visitor will be guilty of a misdemeanor.

6. The Principal or designee may seek the assistance of the police (when appropriate) in dealing with or reporting any visitor/volunteer in violation of this policy.

7. This Policy does not authorize Voices to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

A copy of the complete Classroom and School Volunteer, Visitation, and Removal Policy is available for review on the Voices website.

VIII. Acknowledgment of Student-Family Handbook

I understand and agree that I will read and comply with the Voices Family Handbook and all school policies referenced herein.

_____

Parent/Guardian's Signature Date

_____ _____

Parent/Guardian's Printed Name Student's Name

Please Return to Office Staff

4857-1725-0132, v. 1

Revised: 05.2023