Voices College-Bound Language Academies

Board Meeting

Date and Time

Thursday March 6, 2025 at 3:00 PM PST

Location

715 Hellyer Ave. San Jose, CA. 95111.

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
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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 Felipe Deguer a (669) 208-5641
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.
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Agenda

		Purpose	Presenter
I.	**Opening Items**		
	Opening Items		
	A. Record Attendance and Guests		Felipe Deguer

		Purpose	Presenter
B.	Call the Meeting to Order		Kim Wisckol
C.	Approve Order of Agenda	Vote	Kim Wisckol
D.	Public Comment (on items not on the Agenda)		Felipe Deguer

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

II. School Recognition - VCBLA Flagship - Succesful Renewal Recognition

III. Consent Agenda

A.	Approve Minutes	Approve Minutes	Aldo Ramirez

Approve minutes for Special Board Meeting on January 22, 2025

B.	Approve Minutes	Approve Minutes	Aldo Ramirez

Approve minutes for Board Meeting on December 12, 2024

C. Approve Contracts

- Boys and Girls Club
- CLA 401K Audit
- CLA SOW Audit Serveces
- EdTec CMO
- EdTec NIDO
- B4Y Revolution Foods
- Schoolytics

D. Contract Ratification

Pathways to Inclusion

E. Approve Declaration of Needs (DONs) for all School Sites — FYI

		Purpose	Presenter

IV. Board Business

A.	Approve 24-25 Second Interim Financials for Voices FS, WCC, ST, MH, MP	Vote	Bryce Fleming
B.	Review of Comparable Compensation Data for Charter School CEOs/Executive Directors/Heads of School	FYI	Bryce Fleming
C.	Approve the 2025-2026 Academic Calendars • Voices Flagship • Voices Morgan Hill • Voices Mount Pleasant • Voices Stockton • Voices West Contra Costa	Vote	Elizabeth Aguilar
D.	Approve 2025-2026 Instructional Minutes for Voices Flagship, Morgan Hill, Mount Pleasant, Stockton and West Contra Costa	Vote	Elizabeth Aguilar
E.	Committee Updates Academic Achievement Working Group Board Effectiveness Working Group	FYI	
F.	Voices Safety Plan Update	Discuss	Jaime Mata

The Safety Plan has been updated to include staff training for the use of NARCAN. This addition addresses necessary protocols for opioid-related emergencies and reflects recommendations from our legal counsel to ensure adherence to legal standards and best practices. These updates aim to enhance preparedness and safety measures across all campuses.

G.	Approve Board Meeting Calendar for the 2025-2026 School Year	Vote	Aldo Ramirez

Proposed Days

Annual Meeting:
8/8/25

General Board Meetings:
10/23/25
12/11/25

	Purpose	Presenter

03/05/26
06/4/26
06/24/26

V. Closed Session

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

VI. Reconvene Open Session

Report on action taken in closed session

VII. Closing Items

A.	Adjourn Meeting	Vote	Kim Wisckol

Coversheet

Approve Minutes

Section:	III. Consent Agenda
Item:	A. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Special Board Meeting on January 22, 2025

APPROVED

Voices College-Bound Language Academies

Minutes

Special Board Meeting

Date and Time
Wednesday January 22, 2025 at 4:00 PM

Location
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 CA 95202
16505 Monterey Rd, Morgan Hill, CA 95037
40 Henderson PA, Palo Alto, CA 94306
4313 Miranda Ave., Palo Alto, CA 94306
6840 Via Del Oro #160 San Jose, CA 95119
225 W. Santa Clara Street, Suite 1500, San Jose, CA 95113
16 Elston Court, San Carlos, CA 94070
5168 Summerhill Dr., Oceanside, CA 92057
2803 S Norton Ave., Los Angeles, CA 90018
16990 Barnell Ave., Apt A, Morgan Hill CA, 95037

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Directors Present
A. Miller, D. Koren (remote), K. Wisckol, M. Ruiz, P. Carreño (remote), S. Rocha, S. Sandoval

Directors Absent
None

Guests Present
A. Ramirez, Craig Wallace (remote), D. Flores, F. Deguer (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

K. Wisckol called a meeting of the board of directors of Voices College-Bound Language Academies to order on Wednesday Jan 22, 2025 at 4:05 PM.

C. Approve Order of Agenda

S. Sandoval made a motion to approve order of agenda.
A. Miller seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

K. Wisckol	Aye
M. Ruiz	Absent
S. Rocha	Aye
A. Miller	Aye
D. Koren	Aye
S. Sandoval	Aye
P. Carreño	Aye

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

No public comments were received.

II. Board Business: Consent Items

A. Contract Ratification

B. Approve Contract

C. Consent Items

A. Miller made a motion to approve the consent items.
P. Carreño seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

S. Rocha	Aye
M. Ruiz	Absent
S. Sandoval	Aye
A. Miller	Aye
K. Wisckol	Aye
P. Carreño	Aye
D. Koren	Aye

III. Reconvene Open Session

A. Report on action taken in closed session

Kim Wisckol reported that the Board approved the settlement in the case of Voices vs. Arch.

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 4:45 PM.

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

Roll Call

K. Wisckol	Aye
P. Carreño	Aye
A. Miller	Aye
M. Ruiz	Aye
D. Koren	Aye
S. Sandoval	Aye
S. Rocha	Aye

Coversheet

Approve Minutes

Section: III. Consent Agenda
Item: B. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on December 12, 2024

APPROVED

Voices College-Bound Language Academies

Minutes

Board Meeting

Date and Time
Thursday December 12, 2024 at 3:00 PM

Location
715 Hellyer Ave., San Jose, CA 95111
14271 Story Rd., San Jose, CA 95127
201 28th St., Richmond CA 94804
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Directors Present
A. Miller (remote), D. Koren, J. Nguyen, K. Wisckol, M. Ruiz, P. Carreño, S. Rocha, S. Sandoval

Directors Absent
None

Directors who arrived after the meeting opened
D. Koren, K. Wisckol

Guests Present
A. Ramirez, E. Magaña, F. Deguer, J. Mata, M. DeGutierrez, N. Ortiz

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I. Opening Items

A. Record Attendance and Guests

D. Koren arrived at 3:08 PM.
K. Wisckol arrived at 3:10 PM.

B. Call the Meeting to Order

P. Carreño called a meeting of the board of directors of Voices College-Bound Language Academies to order on Thursday Dec 12, 2024 at 3:05 PM.

C. Approve Order of Agenda

S. Sandoval made a motion to approve the order of the agenda.
The board **VOTED** unanimously to approve the motion.

Roll Call

K. Wisckol	Absent
A. Miller	Aye
S. Sandoval	Aye
P. Carreño	Aye
J. Nguyen	Aye
S. Rocha	Aye
D. Koren	Absent
M. Ruiz	Aye

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

No public comments were received.

II. School Presentation

A.

VCBLA Mount Pleasant

Mari DeGutierrez, principal of Voices Mount Pleasant, presented the important happenings at the school and the recent positive growth in staff, student, and family survey results.

III. Board Business: Consent Items

A. Approve Minutes

P. Carreño made a motion to approve the minutes from Board Meeting on 10-29-24.
S. Sandoval seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

J. Nguyen	Aye
A. Miller	Aye
K. Wisckol	Aye
S. Sandoval	Aye
D. Koren	Aye
M. Ruiz	Aye
S. Rocha	Aye
P. Carreño	Aye

B. Approve Overnight Field Trips at Voices Flagship

C. Contract Ratification

D. Aprove Contract

E. Approve SARC for Voices Flagship, Mt. Pleasant, Morgan Hill, West Contra Costa, and Stockton

P. Carreño made a motion to approve the Consent Items.
S. Sandoval seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

K. Wisckol	Aye
J. Nguyen	Aye
S. Sandoval	Aye
D. Koren	Aye
S. Rocha	Aye
P. Carreño	Aye
A. Miller	Aye
M. Ruiz	Aye

IV. Board Business: Discussion/Action Items

A. Accept the 2023-24 Audit Report

D. Koren made a motion to approve the 2023-24 Audit Report.
S. Sandoval seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

P. Carreño	Aye
S. Rocha	Aye
S. Sandoval	Aye
J. Nguyen	Aye
D. Koren	Aye
K. Wisckol	Aye
M. Ruiz	Aye
A. Miller	Aye

B. Approve 24-25 First Interim Financials for Voices FS, WCC, ST, MH, MP

Dena recommended that it would be beneficial to incorporate a goal for the Finance Committee to reduce the withdrawals from Morgan Hill's reserve funds.
A. Miller made a motion to approve the 24-25 First Interim Financials for Voices Flagship, West Contra Costa, Stockton, Morgan Hill and Mount Pleasant.
S. Sandoval seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

S. Sandoval	Aye
D. Koren	Aye
J. Nguyen	Aye
K. Wisckol	Aye
A. Miller	Aye
S. Rocha	Aye
P. Carreño	Aye
M. Ruiz	Aye

C. Academic Update

Elizabeth Aguilar and Judy Nguyen delivered a presentation outlining the recent academic updates. Pedro Carreno requested the data from MAP to facilitate access, and Alice suggested that it would be beneficial to include this information in Board on Track.

D. Presentation of the 2024-25 Local Control and Accountability Plan (LCAP) Mid-Year Update

Ellyn Magaña shared the Voices LCAP Analysis, detailing its objectives, budget, as well as anticipated changes as a result of the most current data.

E.

Committee Updates

There were no additional committee updates.

V. 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 6:05 PM.

Respectfully Submitted,
K. Wisckol

Coversheet

Approve Contracts

Section: III. Consent Agenda
Item: C. Approve Contracts
Purpose:
Submitted by:
Related Material:
Statement of Work - 401K Audit Services CLA.pdf
Audit SOW Voices 2025.pdf
RF-Voices 25-26 Vended Meals Renewal.pdf
Schoolytics AI 1-Pager 2025.02.pdf
Schoolytics Inc -- Customer Agreement -- Voices College-Bound Language Academies - 25_26 Renewal.pdf
VCBLA Nido LLC-SOW#4-Back Office Services-eff. 07.01.2025.pdf
VOICES-SOW#5-Back Office Services-eff. 07.01.2025.pdf
Voices Stockton Summer_After-school enrichment 2025_26 SY.pdf
25-26 MOU SY_Summer_Voices.pdf

CliftonLarsonAllen LLP
https://www.claconnect.com

Statement of Work - Audit Services

January 23, 2025

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated April 5, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Voices College-Bound Language Academies 401(k) Plan ("you," "your," or "the Plan"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the Voices College-Bound Language Academies 401(k) Plan (the Plan) as of and for the year ended December 31, 2024, in connection with the Plan's annual reporting obligation under the Employee Retirement Income Security Act of 1974 (ERISA).

Nicole Aguilar, CPA is responsible for the performance of the audit engagement.

Scope of audit services
Except as described below, we will audit the financial statements of Voices College-Bound Language Academies 401(k) Plan, an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 (ERISA), as permitted by ERISA Section 103(a)(3)(C) (ERISA Section 103(a)(3)(C) audit) which comprise the financial statements identified below, and the related notes to the financial statements (collectively, the “financial statements”) as of and for the year ended December 31, 2024.

Statement of Net Assets Available for Benefits

Statement of Changes in Net Assets Available for Benefits

As part of our audit, we will also evaluate and report on the supplemental schedules required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA (ERISA-required supplemental schedules). These schedules are presented for the purpose of additional analysis and are not a required part of the financial statements. The financial statements and ERISA-required supplemental schedules are required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA to be filed with federal Form 5500.

Nonaudit services
We will also provide the following nonaudit services:

· Preparation of your financial statements and the related notes.

· Preparation of ERISA-required supplemental schedule.

· Converting cash basis accounting records to accrual basis.

Audit objectives

Except as described in the following paragraph, the objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

You have determined it is permissible in the circumstances and elected to have the audit of the Plan's financial statements performed in accordance with ERISA Section 103(a)(3)(C) pursuant to Code of Federal Regulations (CFR), Labor, Title 29, Section 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. As permitted by ERISA Section 103(a)(3)(C), our audit need not extend to any statements or information related to assets held for investment of the Plan (investment information) by a bank or similar institution or insurance carrier that is regulated, supervised, and subject to periodic examination by a state or federal agency, that prepared and certified the statements or information regarding assets so held in accordance with 29 CFR 2520.103-5 (qualified institution). Our audit will not extend to the certified investment information, except for obtaining and reading the certification, comparing the certified investment information with the related information presented and disclosed in the financial statements and ERISA-required supplemental schedules, and reading the disclosures relating to the certified investment information to assess whether they are in accordance with the presentation and disclosure requirements of U.S. GAAP. Accordingly, the objective of an ERISA Section 103(a)(3)(C) audit is not to express an opinion about whether the financial statements as a whole are presented fairly, in all material respects, in accordance with U.S. GAAP.

Except as described above, our audit will be conducted in accordance with U.S. GAAS. Those standards require us to be independent of the Plan and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and other procedures we consider necessary, except that assets and related transactions certified by a qualified institution will not be tested.

We will also perform procedures to enable us to express an opinion on whether the form and content of the ERISA-required supplemental schedules, other than the information that agreed to or is derived from the certified investment information, are presented, in all material respects, in conformity with the Department of Labor’s Rules and Regulations for Reporting and Disclosure under ERISA; and whether the information related to assets held by and certified to by a qualified institution agrees to, or is derived from, in all material respects, the information prepared and certified by an institution that management determined meets the requirements of ERISA Section 103(a)(3)(C).

We will issue a written report upon completion of our audit of your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our ERISA Section 103(a)(3)(C) audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements and supplemental schedules, other than that derived from the information certified by the qualified institution, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

Except as described above, we will conduct our audit in accordance with U.S. GAAS.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

• Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

• Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

• Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

• Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan’s ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

• Management Override of Controls

• Lack of Management Oversight

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, except as previously noted. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations, including prohibited transactions with parties in interest or other violations of ERISA rules and regulations, that are attributable to the Plan or to acts by management or employees acting on behalf of the plan, may not be detected.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and will include prohibited transactions in the supplemental schedule of nonexempt transactions as required by the instructions to federal Form 5500.

We will communicate with management and those charged with governance reportable findings identified during the audit of the Plan as a result of testing relevant plan provisions.

In addition, we will perform certain procedures directed at considering the Plan's compliance with applicable Internal Revenue Service (IRS) requirements for tax exempt status and ERISA plan qualification requirements. However, our audit is not specifically designed for and should not be relied upon to disclose matters affecting plan qualifications or compliance with the ERISA and IRS requirements. If during the audit we become aware of any instances of any such matters or ways in which management practices can be improved, we will communicate them to you.

The information included in the ERISA-required supplemental schedules, other than that agreed to or derived from the certified investment information, will be subjected to auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. GAAS.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the

conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. Management's election for the ERISA Section 103(a)(3)(C) audit does not affect management's responsibility for the financial statements. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; for establishing an accounting and financial reporting process for determining fair value measurements; determining the reasonableness of significant accounting estimates included in the financial statements; if an actuarial report was provided, for the acceptance of the actuarial methods and assumptions used by the actuary; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

You are responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities and safeguarding assets. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the Plan involving (1) plan management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Plan received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Plan complies with applicable laws and regulations, and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties, parties in interest, and all related-party and party-in-interest relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers); (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Plan from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You are also responsible for maintaining a current plan instrument, including all plan amendments; and for administering the Plan and determining that the Plan's transactions that are presented and disclosed in the financial statements are in conformity with the Plan's provisions, including maintaining sufficient records

with respect to each of the participants to determine the benefits due or which may become due to such participants. You are also responsible for determining whether (1) an ERISA Section 103(a)(3)(C) audit is permissible under the circumstances; (2) the investment information is prepared and certified by a qualified institution as described in 29 CFR 2520.103-8; (3) the certification meets the requirements in 29 CFR 2520.103-5; and (4) the certified investment information is appropriately measured, presented, and disclosed in accordance with the applicable financial reporting framework. You are also responsible for providing us, prior to the dating of our report, a draft of the Plan's Form 5500 that is substantially complete.

Management is responsible for the fair presentation of the ERISA-required supplemental schedules and that they were derived from, and relate directly to, the underlying accounting and other records used to prepare the financial statements, and the form and content of the ERISA-required supplemental schedules is presented in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Management agrees to include the auditors' report on the ERISA-required supplemental schedules in any document that contains the ERISA-required supplemental schedules and indicates that the auditor has reported on such supplemental schedules.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the Plan's operations, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the Plan's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Responsibilities and limitations related to nonattest services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the

information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the plan; however, management is responsible for distribution of the reports and the financial statements.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Form 5500

As you have instructed, our engagement does not include preparation of the Plan's Form 5500. Professional standards require that, before an auditor's report on the Plan's financial statements can be included with a filed Form 5500 (including any related schedules), the auditor must review the Form 5500 and consider whether there are any material inconsistencies between the other information in the form and the audited financial statements (including the required supplemental schedules) or any material misstatement of fact. We will not issue our auditors' report until a substantially complete draft Form 5500 has been provided for our review.

Fees

Our professional fees are estimated to be $18,600.00. We will also bill for expenses (including travel, internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices with our professional fees, including applicable state and local taxes, will be billed in 3 installments and the invoices are payable on presentation.

Surge pricing
In the event the requested audit support is not provided by July 31, 2025, the fees may be increased up to 20% for additional efforts and we cannot provide any assurance that we will be able to complete the engagement prior to the October 15th deadline.

Unanticipated services
We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of situations considered to be outside the scope of our engagement. If any such situations arise, we will notify you and provide a fair and reasonable price for any additional time and costs that are necessary to complete the audit in an efficient manner. We will bill you for the additional time at periodic dates after the additional work has been performed.

•If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

o Evaluating changes in your internal control resulting from your implementation of new information systems
o Change in third-party service providers
o Deterioration in the quality of the Plan's accounting records during the current-year engagement in comparison to the prior-year engagement
o Significant changes in the nature and/or volume of transactions
o Mergers, acquisitions, or other business combinations
o Erroneous or incomplete accounting records

•The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

oSignificant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
oRescheduling our fieldwork
oIdentifying a significant number of proposed audit adjustments
oSchedules prepared by your personnel that do not reconcile to the general ledger
oNumerous revisions to information and schedules provided by your personnel
oRestating financial statements for accounting errors in the prior year
oLack of availability of plan personnel during the mutually agreed-to audit schedule
o Lack of Type II SOC1 report from record keeper and/or custodian or ability to rely upon Type II SOC1 report.
o Tests of operating effectiveness of relevant Complementary User Entity Controls required to rely upon SOC1 report.
o Delinquent participant contributions

- o Prohibited transactions
- o Major plan compliance issues

Changes in accounting and audit standards
Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement
We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Response:
This letter correctly sets forth the understanding of Voices College-Bound Language Academies 401(k) Plan.

CLA
CLA



Nicole Aguilar, CPA, Principal

SIGNED 1/23/2025, 3:37:41 PM PST

Client
Voices College-Bound Language Academies
401(k) Plan

SIGN:

Aldo Ramirez, CEO

DATE:

CliftonLarsonAllen LLP
https://www.claconnect.com

February 10, 2025

Statement of Work - Audit Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated February 6, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Voices College-Bound Language Academies ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended June 30, 2025.

Wade McMullen is responsible for the performance of the audit engagement. Per Education Code Section 41020(f)(2), there is a limit of six consecutive years for any firm where the principal of the audit and the reviewing principal have been the same in each of those years. This is the fourth consecutive year Wade McMullen will be the engagement principal.

Scope of audit services
We will audit the financial statements of Voices College-Bound Language Academies, which comprise the financial statements identified below, and the related notes to the financial statements (collectively, the “financial statements”) as of and for the year ended June 30, 2025.

he statement of financial position as of June 30, 2025, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the supplementary information accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services
We will also provide the following nonaudit services:

- Preparation of data collection form
- Preparation of the supplementary information.
- Preparation of adjusting journal entries, as needed.
- Preparation of the informational tax returns.

Audit objectives
The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the

financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the 2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel (State Audit Guide). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

We will provide an opinion (or disclaimer of opinion) on compliance with requirements described in the 2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel. The State Compliance report will include a paragraph that states that the purpose of the report over compliance is to express an opinion on compliance with the types of requirements described in the 2024-25 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting; however, that the audit does not provide a legal determination of the entity's compliance.

The state compliance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the State Audit Guide.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

It is our understanding that our auditors' report will be included in your annual report which is comprised of Local Education Agency Organization Structure and that your annual report will be issued concurrent with the financial statement audit. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, the Uniform Guidance, and the State Audit Guide.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

• Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

• Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

• Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

• Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity’s ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

• Management Override of Controls

• Revenue Recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Audit Guide. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come

to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance, and the State Audit Guide.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance and State Audit Guide requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with state and federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and State Audit Guide.

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We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance and State Audit Guide, it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the State Audit Guide; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of

expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's operations, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying

to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services
For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements
Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic

site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to California Department of Education, California State Controllers Office, and authorizer(s), or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education, California State Controllers Office, and authorizer(s). If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these

services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Our professional fee is $42,200.00. We will also bill for expenses (including travel, report production, word processing, postage, internal and administrative charges, etc.) plus a technology and client support fee of five percent (5%) of all professional fees billed. This estimate is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered as work progresses and are payable on presentation.

Audit of financial statements	$28,000.00
Federal single audit	$10,000.00
Financial statement preparation	$3,000.00
Data Collection Form	$1,200.00

There is a ten percent withholding clause per Education Code 14505.

Bill to be mailed on	**Amount to be billed**
April 2025	$14,067
September 2025	$14,067
November 2025	$14,066

Additional state compliance procedures related to changes to the 2024-2025 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Audit Appeals Panel will be billed as out-of-scope.

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards
Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement
We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

Response:
This letter correctly sets forth the understanding of Voices College-Bound Language Academies.

CLA
CliftonLarsonAllen LLP

Wade McMullen

McMullen, Wade, Prinicpal
SIGNED 2/14/2025, 12:20:43 PM PST

Client
Voices College-Bound Language Academies

SIGN:

DATE:

ADDENDUM TO AGREEMENT TO PROVIDE FOOD SERVICE

Between Revolution Foods, PBC and Voices College Bound Language Academies

This addendum made on _____/_____/_____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, 2025, ending on June 30, 2026. 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, 2025 – June 30, 2026

3. **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**	**$3.03**	**$316,719.84**
Lunch	**104,528**	**$4.39**	**$458,877.92**
Snack	**12,250**	**$1.22**	**$14,945.00**
Estimated Total			**$790,542.76**

Additional Ordering Options – Non Required

1. Special Therapeutic Meals – 9 major food allergens covered -milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, and soybeans[1]
   Breakfast: $ 3.50 Lunch: $ 5.00

2. Soy Milk – non medically needed: $ 0.80 (sold by case only, case size varies)
3. 3rd Party Pizza Meal Options: $0.56 per lunch
4. Onsite BBQs for Lunch: $0.64 per lunch (when available)

[1] Special meals needed outside of the 9 major food allergens may result in a higher price, based on medical need.

5. Salad Bar as Vegetable Side (price per meal): $ .50 per meal, sold in kits of 50 count
6. National Commodity Processor Fee: 10% of creditable commodity usage

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**
Mailing Address	
Signature	**Date**
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**

Schoolytics

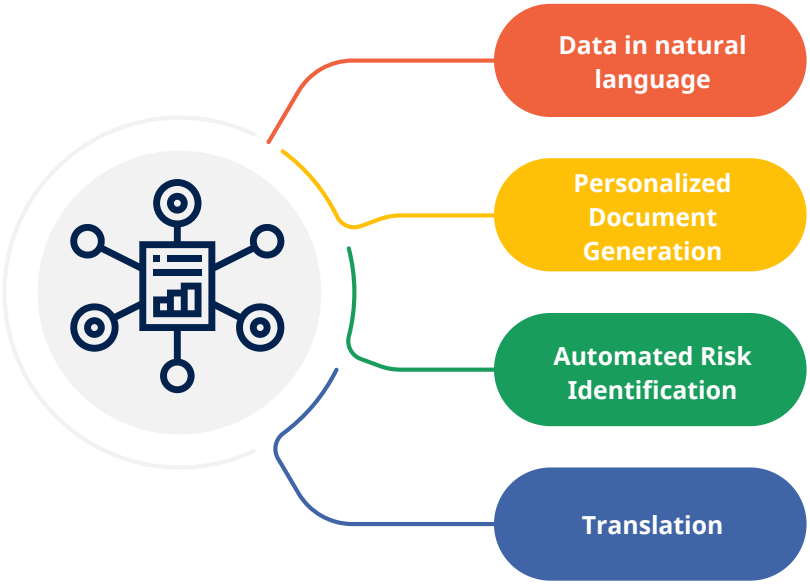
AI Agents

Transformative tools to automate data and workflows

Schoolytics, the one-stop shop for student data, is now powered with AI. **Ask questions of your data to get instant answers and insights to help save time.** AI Agents can even perform bulk actions like customized progress report generation and translation.

Schoolytics AI includes:

- A secure instance of Large Language Models (e.g., OpenAI, Gemini)
- ChatGPT style tools that are contextually aware of your district
- Capabilities to customize and curate specific workflows for your district



The power of ChatGPT, securely connected to your data.

[Watch the AI Agents in Schoolytics Video 🚀]

Combine holistic student data with AI to do more in less time.

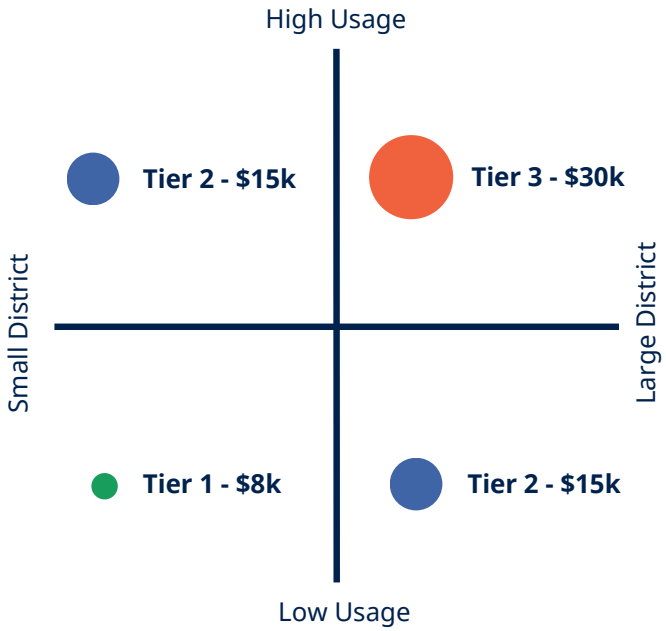
Automation Customization Security

Schoolytics

Tiered Pricing

Schoolytics' pricing model is designed to help school districts get a usage model that best fits their needs.

- Tier 1 is available at $8,000, offering a cost-effective solution for lower usage requirements.
- Tier 2, priced at $15,000, provides additional resources and capabilities.
- Tier 3 delivers comprehensive access to large districts and high-usage customers for $30,000.



Tier	Schoolytics	ChatGPT Comparison $240 per seat license
Tier 1	~$8,000	$60,000 *(250 staff)*
Tier 2	~$15,000	$240,000 *(1,000 staff)*
Tier 3	~$30,000	$480,000 *(2,000 staff)*

Schoolytics' goal is to make AI tools **more affordable** for customers than buying seat licenses, ensuring that school districts can access the AI tools they need without overspending.

Additional terms and considerations:

- Usage of AI products may be throttled on a monthly basis for usage beyond Tier limits.
- AI Agents require some district specific tuning to acquire domain specific knowledge.

Ready to transform your educational data into powerful insights?

Learn more and request your demo at www.schoolytics.com.

CONFIDENTIAL

SCHOOLYTICS

CUSTOMER AGREEMENT

This Customer Agreement is made effective as of the Effective Date identified below by and between the customer identified below ("**Customer**," "**you**," or "**your**") and Schoolytics, Inc. ("**Schoolytics**," "**we**," or "**us**"). The "**Agreement**" between you and us consists of: (a) this Order Form (the "**Order Form**"); and (b) the Schoolytics Services Terms and Conditions and all appendices attached thereto and documents incorporated by reference therein (the "**Terms**"). In the event of a conflict or inconsistency between this Order Form and the Terms, except as otherwise expressly set forth in this Order Form, the Terms shall control. Capitalized terms not defined in this Order Form have the meanings given them in the Terms.

Effective Date	8/1/25
Customer Name	Voices College-Bound Language Academies
Term	12 Months
Schoolytics Services Description	Schoolytics proprietary Software-as-a-Service Platform
Fees	$25,000 Annually Integrations: PowerSchool, NWEA MAP, IXL, Illuminate, STAR, State Assessment data
Additional Terms and Conditions (if any)	

This Order Form is signed by duly authorized representatives of the parties and is effective as of the Order Form Effective Date.

SCHOOLYTICS

By: _____

Name: Aaron Wertman

Title: CEO

Date: 2/24/25

CUSTOMER: Voices College-Bound Language Academies

By: _____

Name: _____

Title: _____

Date: _____

SCHOOLYTICS SERVICES TERMS AND CONDITIONS

1. Definitions.

1.1 "**Authorized User**" means Customer and Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Schoolytics Services under the rights granted to Customer pursuant to this Agreement and (b) for whom access to the Schoolytics Services has been purchased hereunder.

1.2 "**Customer Data**" means, other than Derivative Data and Student Data (as applicable), information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Schoolytics Services.

1.3 "**Derivative Data**" means data and information related to Customer Data or Customer's use of the Schoolytics Services in an aggregated and anonymized form.

1.4 "**Documentation**" means the user manuals, handbooks, and guides relating to the Schoolytics Services we provide to you either electronically or in hard copy form.

1.5 "**Order**" means the Order Form to which these Terms are attached.

1.6 "**Schoolytics IP**" means the Schoolytics Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Schoolytics IP includes Derivative Data and any information, data, or other content derived from Schoolytics's monitoring of Customer's access to or use of Customer Data or the Schoolytics Services but does not include Customer Data.

1.7 "**Schoolytics Services**" means the online services provided by Schoolytics under this Agreement that are made available at https://schoolytics.io (or a successor site) as reflected in your Order.

1.8 "**Student Data**" has the meaning set forth in Student Data Protection Addendum attached hereto as Appendix 1.

1.9 "**Third-Party Products**" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Schoolytics Services.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on your payment of Fees and compliance with all other terms and conditions of this Agreement, we hereby agree to provide you a limited right to access and use the Schoolytics Services during the Term solely for non-commercial use by Authorized Users in accordance with the terms and conditions herein. We will provide you the necessary passwords and access credentials to allow you to access the Schoolytics Services.

2.2 Documentation License. Subject to and conditioned on your payment of Fees and compliance with all other terms and conditions of this Agreement, we hereby grant you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for non-commercial purposes in connection with use of the Schoolytics Services.

2.3 Downloadable Software. Use of the Schoolytics Services may require or include use of downloadable software. Subject to and conditioned on your payment of Fees and compliance with all other terms and conditions of this Agreement, we grant you a non-transferable, non-exclusive, non-assignable, limited right for Authorized Users to use downloadable software we provide as part of the Schoolytics Services. Any Third-Party Products that consist of downloadable software are subject to the terms of Section 3.6.

2.4 Use Restrictions. You may not, and may not permit any Authorized Users to, use the Schoolytics Services, any software component of the Schoolytics Services, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (a) copy, modify, or create derivative works of the Schoolytics Services, any software component of the Schoolytics Services, or Documentation, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Schoolytics Services or Documentation except as expressly permitted under this

Agreement; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Schoolytics Services, in whole or in part; (d) remove any proprietary notices from the Schoolytics Services or Documentation; (e) use the Schoolytics Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule; or (f) use the Schoolytics Services or Documentation (i) if you are a Schoolytics competitor or you offer products or services that compete with the Schoolytics Services or (ii) for the purpose of developing, or having developed, any products or services that may compete with the Schoolytics Services.

2.5 Derivative Data. Notwithstanding anything to the contrary in this Agreement, we may monitor your use of the Schoolytics Services and collect and compile Derivative Data, including without limitation as set forth in the Student Data Protection Addendum attached hereto as Appendix 1 ("DPA"). As between you and us, all right, title, and interest in Derivative Data, and all intellectual property rights therein, belong to and are retained solely by us. You acknowledge that we may compile Derivative Data based on Customer Data and other inputs into the Schoolytics Services. You agree that we may (i) make Derivative Data publicly available in compliance with applicable law, and (ii) use Derivative Data to the extent and in the manner permitted under applicable law. You further acknowledge and agree that Schoolytics is the sole and exclusive owner of, and you assign to Schoolytics all right, title and interest in and to any and all improvements or enhancements to the Service, including without limitation improvements derived from Customer Data or Student Data submitted, provided or otherwise made available pursuant to this Agreement, and including without limitation any and all intellectual property rights in algorithms or models developed through the processing of such data.

2.6 Reservation of Rights. We reserve all rights not expressly granted to you in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Schoolytics IP.

2.7 Suspension. Notwithstanding anything to the contrary in this Agreement, we may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Schoolytics Services if: (a) we reasonably determine that (i) there is a threat or attack on any of the Schoolytics IP; (ii) Customer's or any other Authorized User's use of the Schoolytics IP disrupts or poses a security risk to the Schoolytics IP or to any of our customers or vendors; (iii) Customer or any other Authorized User is using the Schoolytics IP for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) our provision of the Schoolytics Services to Customer or any other Authorized User is prohibited by applicable law; (b) any of our vendors has suspended or terminated our access to or use of any Third-Party Products required to enable Customer to access the Schoolytics Services; or (c) in accordance with Section 5 (any such suspension described in subclause (a), (b), or (c), a "**Service Suspension**"). We will use commercially reasonable efforts to provide written notice of any Service Suspension to you and to provide updates regarding resumption of access to the Schoolytics Services following any Service Suspension. We will use commercially reasonable efforts to resume providing access to the Schoolytics Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. We will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

3. Customer Responsibilities.

3.1 Acceptable Use. You agree not to engage in any of the following prohibited activities: (a) copying, distributing, or disclosing any part of the Schoolytics Services in any medium, including without limitation by any automated or non-automated "scraping"; (b) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Schoolytics Services in a manner that sends more request messages to our servers or those of our vendors than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that we grant the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Schoolytics Services for the sole purpose of and solely to the extent necessary for

creating publicly available searchable indices of the materials, but not caches or archives of such materials); (c) transmitting spam, chain letters, or other unsolicited email; (d) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Schoolytics Services; (e) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (f) uploading invalid data, viruses, worms, or other software agents through the Schoolytics Services; (g) collecting or harvesting any personally identifiable information, including account names, from the Schoolytics Services; (h) using the Schoolytics Services for any commercial solicitation purposes; (i) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (j) interfering with the proper working of the Schoolytics Services; (k) accessing any content on the Schoolytics Services through any technology or means other than those provided or authorized by the Schoolytics Services; or (l) bypassing the measures we may use to prevent or restrict access to the Schoolytics Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Schoolytics Services or the content therein. Further, you will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on the Schoolytics Services from time to time.

3.2 Account Use. You are responsible and liable for all uses of the Schoolytics Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Schoolytics Services and shall cause Authorized Users to comply with such provisions.

3.3 Customer Data. You hereby grant to us a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for us to provide the Schoolytics Services, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Derivative Data. By granting us access to any Third-Party Product for the purpose of transferring Customer Data from such Third-Party Product to us, you represent and warrant that you have all permissions and authorizations necessary to provide us with such access and to permit us to transfer such Customer Data from such Third-Party Product to our servers or those of our vendors. You will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data.

3.4 Student Data. To the extent that we gather, or to the extent that you provide to us, any Student Data in connection with this Agreement, the DPA sets forth additional terms regarding our duties and responsibilities to protect Student Data collected, used and processed by us at your direction under this Agreement.

3.5 Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Schoolytics Services confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

3.6 Third-Party Products. The Schoolytics Services may permit access to Third-Party Products. The Schoolytics Services are also integrated with, and may require the use of, certain Third-Party Products, such as Google Classroom. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions, which will be made reasonably available to you by the providers of such Third-Party Products. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products, and if such Third-Party Product is required to use the Schoolytics Services, you should not access or use the Schoolytics Services.

4. Service Levels and Support. Subject to the terms and conditions of this Agreement, we will use commercially reasonable efforts to make the Schoolytics Services available in accordance with the service levels available at www.schoolytics.io/sla ("**Service Levels**").

5. Fees and Payment. You shall pay us the fees as described on your Order ("**Fees**") within thirty (30) days from the invoice date without offset or deduction. Fees will be payable on a periodic basis in accordance with your Order. Up-to-date pricing for the Schoolytics Services is made available from time to time at www.schoolytics.io/sign-up. You must make all payments hereunder in US dollars on or before the due date. If you fail to make any payment when due, without limiting our other rights and remedies: (a) we may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) you must reimburse us for all costs we incur in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (c) if such failure continues for ten (10) calendar days or more, we may suspend, in accordance with Section 2.7, Customer's and all other Authorized Users' access to any portion or all of the Schoolytics Services until such amounts are paid in full. All Fees and other amounts payable by you under this Agreement are exclusive of taxes and similar assessments. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by you hereunder, other than any taxes imposed on our net income.

6. Confidential Information. From time to time during the Term, you and we may disclose or make available to one another information about our respective business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, that would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure, whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party without use of, reference to, or reliance upon the other party's Confidential Information. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five (5) years after the termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Privacy Policy. We comply with our privacy policy available at https://www.schoolytics.io/privacy-policy (the "**Privacy Policy**"), in providing the Schoolytics Services. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Schoolytics Services, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

8. Intellectual Property Ownership; Feedback. As between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Schoolytics Services and (b) you own all right, title, and interest, including all intellectual property rights, in and to Customer Data. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail,

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email, telephone, or otherwise, suggesting or recommending changes to the Schoolytics Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

9. Limited Warranties and Warranty Disclaimer.

9.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (a) it is duly organized in the jurisdiction of its formation; and (b) it has sufficient right and authority to enter into this Agreement and to perform its obligations and grant the rights it purports to grant hereunder without any conflict with the rights of others; and (c) its use or provision of the Schoolytics Services, as applicable, does not and will not violate any applicable laws.

9.2 Limited Warranty. We will provide the Schoolytics Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND SCHOOLYTICS STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

9.3 Disclaimer of Other Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTIONS 9.1 AND 9.2, THE SCHOOLYTICS SERVICES ARE PROVIDED "AS IS" AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SCHOOLYTICS MAKES NO WARRANTY OF ANY KIND THAT THE SCHOOLYTICS SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. Indemnification.

10.1 Schoolytics Indemnification.

(a) We will indemnify, defend, and hold harmless you from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**"), incurred by you resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Schoolytics Services infringes or misappropriates, as applicable, such third party's copyrights or trade secrets, provided that you promptly notify us in writing of the Third-Party Claim, cooperates with us in the defense and settlement of the Third-Party Claim, and allow us sole authority to control the defense and settlement of such Third-Party Claim.

(b) If such a Third-Party Claim is made or we reasonably anticipate such a Third-Party Claim will be made, you agree to permit us, at our sole discretion, to (i) modify or replace the Schoolytics Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for you to continue to use the Schoolytics Services, or component or part thereof, without further infringement. If we determine that neither alternative is reasonably available, we may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to you. This Section 10.1(b) sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Schoolytics Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

(c) This Section 10.1 will not apply to the extent that any such Third-Party Claim arises from: (i) Customer Data or Third-Party Products; (ii) any combination of the Schoolytics Services with any hardware, software, or other third-party materials not provided by us; (iii) any modifications to the Schoolytics Services made by anyone other than us; or (iv) any modifications to the Schoolytics Services made by us at your request or direction.

10.2 Customer Indemnification. To the fullest extent permissible under applicable law, you shall indemnify, hold harmless, and, at our option, defend us and our officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (a) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or (b) based on Customer's or any Authorized User's negligence or willful misconduct or use of the Schoolytics Services in a manner not authorized by this Agreement; provided that you may not settle any Third-Party Claim against us unless we consent to such settlement, and further provided that we will have the right, at our option, to defend ourselves against any such Third-Party Claim or to participate in the defense thereof by counsel of our own choice.

11. Limitations of Liability. IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD-PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SCHOOLYTICS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO SCHOOLYTICS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $1,000, WHICHEVER IS GREATER.

12. Term and Termination.

12.1 Term. The term of this Agreement begins on the Effective Date and continues until terminated. The Schoolytics Services that are set to automatically renew under an Order will renew for additional successive terms equal to the length of the initial term unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least thirty (30) calendar days prior to the expiration of the then-current services period.

12.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) Termination for Convenience. Either party may terminate this Agreement for any reason upon thirty (30) days' advance notice to the other party; provided that (i) if we do so, we will refund to you any amounts you prepaid for the time period after termination; and (ii) if you do so, you will not be entitled to a refund of any kind, for any reason.

(b) Termination for Uncured Material Breach. Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.

(c) Other Termination for Cause. Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to

make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

12.3 Effect of Termination. Upon termination of this Agreement, you shall immediately discontinue use of the Schoolytics IP. No expiration or termination of this Agreement will affect your obligation to pay all Fees that may have become due before such expiration or termination or entitle you to any refund.

12.4 Survival. Sections 2.5, 5, 6, 10, 11, 12, 14, 15, 16, and 17, and the DPA to the extent reasonably necessary to comply with applicable laws, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

13. Modifications. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

14. Export Regulation. The Schoolytics Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Schoolytics Services or the software or technology included in the Schoolytics Services to, or make the Schoolytics Services or the software or technology included in the Schoolytics Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Schoolytics Services or the software or technology included in the Schoolytics Services available outside the US.

15. US Government Rights. Each of the software components that constitute the Schoolytics Services and the Documentation is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Schoolytics Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors.

16. Governing Law and Jurisdiction.

a) For U.S. City, County, and State Government Entities. If Customer is a U.S. city, county, or state government entity, then this Agreement will be silent regarding governing law and venue.

b) For All Other Entities. This Agreement is, and all matters relating hereto shall be, governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this Agreement or the rights granted hereunder must be instituted exclusively in the federal courts of the United States or the courts of the District of Columbia in each case located in Washington, DC, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

17. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent via email to support@schoolytics.io, return receipt requested, and are deemed given upon receipt by us. Any notices to you will be sent to the email address you have on file with us and you hereby consent to receiving electronic communications from us. Electronic communications we may send you include notices about applicable fees and charges, transactional information, and other information concerning or related to the Schoolytics Services. You agree that any notices, agreements, disclosures, or other communications that we send to you

electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of our obligations hereunder. Upon reasonable notice, we may audit, at our expense, your use of the Schoolytics Services to ensure past and ongoing compliance with this Agreement.

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Appendix 1

Student Data Protection Addendum

This Student Data Protection Addendum (this "**DPA**") is entered into by and between the school customer, including schools, school districts, teachers, and authorized school users and administrators (for purposes of this DPA, "**School**") and Schoolytics, Inc. ("**Schoolytics**") and is effective as of the Effective Date.

The purpose of this DPA is to describe the duties and responsibilities to protect Student Data (defined below) collected, used and processed by Schoolytics at the direction of the School and Schoolytics' users pursuant to the Agreement, including compliance with all applicable Privacy Laws (defined below). Pursuant to and as fully described in the Agreement, Schoolytics has agreed to provide the Schoolytics Services. In the course of providing the Schoolytics Services, Schoolytics may collect or have access to Student Data (defined below).

1. Definitions. The capitalized defined terms used in this DPA will have the meanings set forth in this Section 1 and as otherwise defined herein. Capitalized terms not defined in this DPA have the meanings given them in the Terms. In the event of a conflict, definitions used in this DPA shall prevail over terms used in all other writings, including, but not limited to, the Terms, privacy policies or any other terms of service.

1.1 **"De-identified Data"** means the Student Data from which all Personally Identifiable Information, including direct and indirect identifiers, has been permanently removed or obscured so the remaining information does not reasonably identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual.

1.2 **"Personally Identifiable Information"** means any information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community who does not have knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally identifiable information will include, but is not limited to, at least the following: first and last name, the name of the student's parent or family member, telephone number, student identifiers, photos, videos, home address, email address, social security numbers, financial account numbers, biometric identifiers, as well as other indirect identifiers such as the student's date of birth or gender.

1.3 **"Privacy Laws"** means all federal statutes that govern the privacy of student information, including: the Federal Family Educational Rights and Privacy Act ("**FERPA**"), 20 U.S.C. § 1232(g); Children's Online Privacy Protection Act ("**COPPA**"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("**PPRA**"), 20 U.S.C. 1232; and applicable state laws governing the protection of Personally Identifiable Information from students' educational records.

1.4 **"Student Data"** means any data, whether gathered by Schoolytics or provided by School or its users, that is Personally Identifiable Information or descriptive of the student including, but not limited to, information that allows physical or online contact, grades, evaluations, disabilities, socioeconomic information, food purchases, voice recordings, or geolocation information. To the extent that U.S. law applies, Student Data may include "educational records" as defined in FERPA (20 U.S.C. § 1232(g)). Student Data will not include De-identified Data.

2. Data Ownership and Authorized Access.

2.1 Ownership and Control. Schoolytics will access and process Student Data solely for the purposes of providing an outsourced institutional function pursuant to FERPA 34 CFR Part 99.31(a)(1). In providing the Schoolytics Services, Schoolytics will be considered a "School Official" (as defined in FERPA) with a legitimate educational interest in the Student Data, under the direction and control of School as it pertains to the use of Student Data. As between the parties, the School owns all right, title, and interest to all Student Data processed by Schoolytics pursuant to the Agreement, and Schoolytics does not own, control, or license such Student Data, except as to provide the Schoolytics Services and as described in the Agreement. Student Data shall not include information a student, parent, guardian or other individual may provide to Schoolytics independent of the student's engagement in the Schoolytics Services at the direction of the School.

2.2 Account Creation. School accounts must be (a) created by a teacher, student, parent or guardian (for example, when a teacher creates the user name, login and password to establish a School account, or when the teacher, student, parent or guardian uses Google Classroom or similar single sign-on service); or (b) created by a School or authorized School official at the direction of a School, using a School email address and associated with a School's class on the Schoolytics Services. User accounts created with a personal email address will not be Student Records but will remain subject to the privacy protections set out in the Schoolytics Privacy Policy. School is solely responsible for ensuring the creation of accounts on the Schoolytics Services complies with these requirements. If you are accessing or using the Schoolytics Services on behalf of a company, entity, or organization then you represent and warrant that you are an authorized representative of School with the authority to bind such organization to these terms, and that you agree to these terms on behalf of such organization.

2.3 Consents and Authority. School represents and warrants that: (a) School has the authority to provide Student Data to Schoolytics, and to allow Schoolytics to access, collect, process, and otherwise use Student Data as set forth in the DPA and for the purpose of providing the Schoolytics Services; and (b) School has provided appropriate disclosures to, and received appropriate consents from, School's students, their parents or guardians, and any other end users regarding School's sharing of Student Data with Schoolytics and/or Schoolytics' access, collection, processing, and other use of the Student Data as set forth in the DPA, to the extent such disclosures or consents are required by applicable law or by School's contractual obligations.

2.4 Third-Party Student Data Access. School acknowledges and agrees that Schoolytics may permit its employees, subcontractors, subprocessors, service providers and agents (collectively, "**Subcontractors**") to access Student Data provided that they have a legitimate need to access such information in connection with their responsibilities in providing services to Schoolytics. Schoolytics will require all such Subcontractors involved in the handling, transmittal, and/or processing of Student Data to enter into written agreements to protect Student Data in a manner no less stringent than the terms of this DPA. Schoolytics will maintain a record of all Subcontractors that access or receive Personally Identifiable Information contained in Student Data pursuant to this section, and will provide copies of such record to School upon request.

2.5 Third-Party Requests for Access. Should a third party, including a law enforcement entity or other government entity, contact Schoolytics with a request to access data held by Schoolytics as part of its provision of the Schoolytics Services, Schoolytics will redirect the third party to request the data directly from School, unless and to the extent that Schoolytics reasonably believes it must grant such access to the third party because the data disclosure is necessary: (a) pursuant to a court order or legal process, (b) to comply with applicable laws, (c) to enforce the Agreement, or (d) if Schoolytics believes in good faith that such disclosure is necessary to protect the rights, property or personal safety of Schoolytics' users, employees or others. Schoolytics will notify the School in advance of a compelled disclosure to a third party unless legally prohibited.

3. Duties of School.

3.1 School Compliance with Privacy Laws. With regard to data that School permits Schoolytics to collect or access pursuant to the Agreement, School agrees to uphold its responsibilities under laws governing the privacy of Student Data, including the Privacy Laws and to grant Schoolytics access to such data only to the extent permitted by the Privacy Laws. School acknowledges and agrees that, to the extent applicable, School as an educational institution provides consent for Schoolytics to collect Student Data about students, as permitted under applicable Privacy Laws. School represents, warrants, and covenants to Schoolytics that it shall not provide information to Schoolytics from any student or parent/legal guardian that has opted out of the disclosure of "Directory Information" as defined in FERPA.

3.2 License Grant. School hereby grants, and represents and warrants that School has all rights necessary to grant, to Schoolytics a non-exclusive, royalty-free, worldwide license during the Term to use, transmit, distribute, modify, reproduce, display, and store the Student Data solely for the purposes of providing the Schoolytics Services as contemplated by the Agreement, and as otherwise described herein.

3.3 Reasonable Security Precautions and Notice. School will take reasonable precautions to secure usernames, passwords and any other means of gaining access to the Schoolytics Services and to data shared pursuant to the DPA. School will notify Schoolytics promptly of any known or suspected unauthorized access to School's account, Student Data and/or to Schoolytics' systems. School will assist Schoolytics in any efforts by Schoolytics to investigate and respond to any incident involving such unauthorized access.

3.4 School Representative. At Schoolytics's request, School will designate an employee or agent of School as the School representative for the coordination and fulfillment of the duties of this DPA.

4. Duties of Schoolytics.

4.1 Schoolytics Compliance with Privacy Laws. With regard to Student Data that School permits Schoolytics to collect or access pursuant to the Agreement, Schoolytics agrees to uphold its responsibilities, and to support School in upholding School's responsibilities, under applicable Privacy Laws.

4.2 Permitted Use of Student Data. Schoolytics may use, transmit, distribute, modify, reproduce, display, and store the Student Data shared pursuant to the Agreement solely for the purposes of: (a) providing the Schoolytics Services as contemplated by the Agreement, and as otherwise described herein; (b) maintaining, supporting, evaluating, diagnosing, improving and developing the Schoolytics' website, Schoolytics Services and applications; (c) enforcing its rights under the Agreement; (d) as otherwise authorized under the applicable Privacy Laws; and (e) as permitted with the consent of the parent or guardian, student, and/or School. For clarity and without limitation, Schoolytics may use Student Data for adaptive learning purposes or customized student learning and to provide recommendation engines to recommend content or services relating to school purposes or other educational or employment purposes, provided such recommendation is not determined in whole or in part by payment or other consideration from a third party. Schoolytics shall not use Personally Identifiable Information contained in Student Data for any purpose other than as explicitly specified in this DPA.

4.3 Restrictions on Disclosure of Student Data. Schoolytics will not sell, disclose, transfer, share or rent any data obtained under the Agreement in a manner that directly identifies an individual student to any other entity other than the School except: (a) to the extent set forth in the Agreement; (b) as directed or authorized by School, including without limitation, to a parent or guardian authorized by the School to access an individual student's data; or (c) as otherwise described in Section 2 of this DPA.

4.4 Restrictions on Use of Student Data for Advertising. Schoolytics is prohibited from using Student Data to: (a) advertise or market to students or to direct targeted online advertising to students, (b) advertise or market educational products and services to parents/guardians; (c) develop a profile of a student; parent/guardian or group, other than for the purpose of providing educational services or as authorized by School or by a parent/guardian; or (d) for any other commercial purpose unless authorized by School or permitted by applicable law. Notwithstanding the foregoing, nothing in this section shall be read to prohibit Schoolytics from: (i) marketing educational products and services directly to School's employees so long as the marketing does not result from the use of Student Data obtained by Schoolytics from providing the Schoolytics Services; (ii) using Student Data to recommend educational products or services to School's employees so long as the recommendations are not based in whole or in part by payment or other consideration from a third party; and (iii) using aggregate information to inform, influence or enable marketing, advertising, or other commercial efforts by Schoolytics.

4.5 Permitted Use of De-identified Data. Notwithstanding anything to the contrary herein, Schoolytics has the right to generate, use and disclose De-identified Data for the purposes of the development and improvement of educational sites, services, applications, or to demonstrate the effectiveness of Schoolytics' products or services. In addition, Schoolytics has the right to display aggregate summaries of De-identified Data publicly or to Schoolytics's customers. For example, Schoolytics may display analytics or reports at the district, school, grade-level and/or on the basis of specific demographic or educational groups for peer-benchmarking purposes, provided that the published material does not contain individual-level information and cannot reasonably be used to identify any individual student or School, even if such information is combined with data or information maintained by the School or third-party data sources.

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4.6 Student Data Deletion or Disposition. School is responsible for maintaining current class rosters and managing Student Data which it no longer needs for an educational purpose through its use of the Schoolytics Services or by submitting a separate request. School may request in writing that Schoolytics delete or retrieve Student Data in Schoolytics' possession at any time, which request Schoolytics will then comply within a commercially reasonable period of time not to exceed thirty (30) days. Schoolytics will continue to maintain a copy of Student Data subject to a retrieval request unless and until Schoolytics receives a deletion request. Upon termination of the Agreement, Schoolytics will automatically delete or destroy all Student Data in its possession within sixty (60) days of the end of the term of the Agreement, except to the extent School submits a data retrieval and transfer request and the parties transfer and delete Student Data according to a schedule and procedures as the parties may reasonably agree upon. Schoolytics is not authorized to maintain Student Data beyond the time reasonably needed to complete the disposition. The duty to dispose of Student Data will not extend to De-identified Data.

4.7 Change of Control. In the event Schoolytics sells, divests, or otherwise transfers all or a portion of its business assets relating to this Agreement to a third party, Schoolytics may transfer Student Data to the new owner provided that (a) the new corporate owner intends to maintain and provide the Schoolytics Services as a going concern and the new owner has agreed to data privacy standards no less stringent than those provided herein; or (b) Schoolytics will give notice to School and an opportunity to opt out of the transfer of Student Data.

5. Data Security and Data Breach.

5.1 Data Security. Schoolytics will implement commercially reasonable administrative, physical and technical safeguards designed to secure Student Data from unauthorized access, disclosure, or use, which may include data encryption, firewalls, physical access controls to buildings and files, and, when the Schoolytics Services is accessed using a supported web browser, Secure Socket Layer or equivalent technology will be employed. Schoolytics will provide data privacy and security training to employees who have access to Student Data or who operate or have access to system controls, and will require employees to adhere to data confidentiality terms providing for the protection of Student Data in a manner consistent with the terms of this DPA. Access to Student Data and Schoolytics' systems will be limited to only those employees and trusted third parties that have a need-to-know basis based on specific job function or role.

5.2 Data Security Incident. If Schoolytics has reason to believe that Student Data is disclosed to or acquired by an unauthorized individual(s) (a "**Security Incident**"), then Schoolytics will investigate the incident and take reasonable steps to remediate systems and controls and to mitigate any potential harm to individuals which may result from the Security Incident and cooperate with School's investigation of the Security Incident.

5.3 Notification to School. Schoolytics will promptly notify School after Schoolytics determines that School's Personally Identifiable Information was affected by the Security Incident, and, to the extent known, identify: (a) the nature of the Security Incident, (b) the steps Schoolytics has executed to investigate the Security Incident, (c) the types of personal information which was subject to the unauthorized disclosure or acquisition, (d) the cause of the Security Incident, if known, (e) the actions Schoolytics has done or will do to remediate any deleterious effect of the Security Incident, and (f) the corrective action Schoolytics has taken or will take to prevent a future Security Incident.

5.4 Notification to Individuals. To the extent School determines that the Security Incident triggers third party notice requirements under applicable laws, as the owner of the Student Data, the School shall be responsible for the timing and content of the notices to be sent. Except as otherwise required by law, Schoolytics will not provide notice of the Security Incident directly to individuals whose personal information was affected, to regulatory agencies, or to other entities, without first providing written notice to School. Schoolytics will be responsible for, and will bear, all notification related costs arising out of or in connection with the Security Incident, subject to any limitations of liability terms contained in the Agreement. For clarity and without limitation, Schoolytics will not be responsible for costs associated with voluntary notification which is not legally required. With respect to any Security Incident which is not due to acts or omissions of Schoolytics or its agents, Schoolytics will reasonably cooperate in performing the activities described above, as School requests, at School's reasonable expense.

6. Miscellaneous.

6.1 Term. The parties will be bound by the provisions of this DPA for the duration of the Agreement or so long as Schoolytics maintains Student Data.

6.2 Limitation of Liability. Unless otherwise agreed upon by the parties in writing, the limitation of liability provision set forth in the Terms will govern this DPA.

6.3 Priority of Agreements. This DPA will govern the treatment of Student Data in order to comply with Privacy Laws. In the event there is conflict between the terms of this DPA and the Terms or other document, bid, RFP, or writing, the terms of this DPA will govern and take precedence to the extent of the conflict, unless and to the extent the parties mutually execute terms to protect Student Data that are no less stringent than those provided herein and the parties mutually agree that such terms shall take precedence over this DPA.. Except as described in this paragraph herein, all other provisions of the Agreement will remain in effect including provisions establishing governing law and venue in the Terms or any other agreement between the parties, which the parties mutually agree will take precedence over the Terms.

6.4 Severability. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it will, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

STATEMENT OF WORK #4
by and between
EdTec LLC and VCBLA Nido LLC

Reference:	Master Services Agreement dated November 22, 2021, by and between EdTec LLC ("EdTec") and VCBLA Nido LLC ("Client").
Term:	July 1, 2025 through June 30, 2026 (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. **Accounts Payable:** ▪ **Accounts payable** – EdTec processes all invoices and, pending approval from the designated Client approver, pays the bills and codes them, based on Client input, in the financial software, typically on a weekly schedule with limited rush payments as needed. EdTec checks to make sure there are no double payments or double billings on multiple invoices. EdTec troubleshoots vendor payment issues with Client. ▪ **Form 1099 processing** – EdTec prepares and sends 1099 Forms to vendors and government, provided that this SOW remains in effect at the end of the applicable calendar year and subject to the timely receipt of accurate and complete information and data from Client, in accordance with EdTec policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of services under this SOW. **Audit and Tax Filings:** ▪ **Audit support** –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 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:** o EdTec will provide these services at a fixed fee of $1,095 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, 2025. o 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 LLC	**VCBLA NIDO LLC**
By: _____	Signature: _____
Name: Steve Campo	Name: _____
Title: President	Title: _____
Date: _____	Date: _____
1266 66th St #4 Emeryville, CA 94608	Address: _____
Fax: 510.663.3503	_____
	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	• Timely and accurate check payments • Payment of invoices according to client's approval policies • Recordkeeping/processes adhering to generally accepted accounting standards for accuracy and security and approved by independent auditors • Payment systems linked to financial statements and analyses for informed managerial decision-making • Bank account reconciliations • Invoice/payment research • Advising clients on outstanding checks to ensure adequate cash availability	• **Submission of Payment and Deposit Information** ○ Weekly submission to EdTec of invoices, reimbursement requests, deposits, and other expenditures using EdTec forms and processes ○ Coding all expenses and deposits using EdTec forms and processes and codes from the most recent budget • **Banking**: Monitoring and maintaining adequate bank account balances to meet expense obligations.

STATEMENT OF WORK #5

by and between

EdTec LLC and Voices College Bound Language Academies

Reference:	Master Services Agreement dated March 26, 2021, by and between EdTec LLC ("EdTec") and Voices College Bound Language Academies ("Client").
Term:	July 1, 2025 through June 30, 2026 (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:	The philosophy of our Back Office Services is that we provide outsourced solutions so your school can focus on its educational mission. Moreover, you receive the benefit of our extensive experience with California Charter Schools. **1. FINANCE and ACCOUNTING** **Budgeting:** ▪ **Annual and multi-year budgets including cash flows** – For existing clients, EdTec works with the school leader to create annual and multi-year budgets in time for submission to the State by July 1, and for new clients entering their first year of operations, in the spring or when services begin, EdTec will review the school's budget in time for submission to the State by July 1. EdTec strives to ensure that the annual budgets are strategic documents that capture the operations and direction of the school. ▪ **Budget revisions (as needed, on demand)** – EdTec revises budgets as needed to reflect changing circumstances at the school or in State funding. ▪ **Updated monthly budget forecasts** – EdTec tracks budget to actuals and updates the budget forecast on a monthly basis (if forecasts move materially off budget, we recommend a budget revision). **Financial Statements:** ▪ **Monthly year-to-date financial statements** – EdTec prepares YTD financials compared to budget in time for the regularly scheduled board or committee meeting. EdTec makes the financials and presentation electronically available ahead of the meeting. For schools with board or committee meetings on or before the 15th of the month, EdTec will furnish the financials and presentation in time for (but not in advance of) the meeting. For schools with board or committee meetings on or before the 10th of the month, EdTec will furnish the financials and presentation (for the month prior to the previous month) ahead of the meeting. ▪ **Monthly cash flow projections** – EdTec monitors the school's cash position and tries to anticipate any cash shortfalls in future months so the school can adjust spending accordingly or attempt to secure cash flow loans. ▪ **Financial statement analysis (periodically, in line with finance committee or board meetings)** – In addition to financial statements, EdTec provides a succinct PowerPoint summary and analysis of the

financial statements so Board and staff can quickly focus on the salient financial issues facing the school.

- **Customized financial analysis** – EdTec performs reasonable financial analysis that the staff or board requests, e.g., providing a comparative analysis of the school's budget relative to industry norms, scenario modeling (within reason), or fulfilling a request from the authorizing entity. EdTec will also provide customized reports (within reason) for grant proposals.
- **Support in resolving financial issues** – EdTec helps the school leader find solutions to financial issues by recommending budget changes and/or identifying sources of potential funding.

Accounting:

- **Setup of school's chart of accounts and general ledger** – EdTec sets up and maintains the school's chart of accounts, based on EdTec's standard structure which is designed to be compliant with SACS.
- **Customized account codes** – EdTec maintains limited customized account codes for unique features of the school program. These must be established at the beginning of the fiscal year to avoid re-coding of historic transactions.
- **Fund accounting** – EdTec can track revenue and expenditures by fund, e.g., implementation grant funds and expenses or Title I expenditures.
- **Training** – EdTec trains appropriate personnel on accounting procedures and practices designed to ensure accurate record keeping.
- **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 and investment accounts to general ledger monthly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as required.
- **Account for capital outlay expenses** – EdTec records capitalized assets as provided by the school. On an annual basis, EdTec records related depreciation and amortization in the general ledger and reconciles expenditures to fixed asset listing.
- **Generate financial reports as requested** – EdTec can generate the following reports upon request: detailed account activity; bank register activity; summary of budget; expenditures by account; cash balances; revenues; general ledger account balances.

Accounts Receivable:

- **Revenue verification** – EdTec verifies that the school is receiving the correct amount of funds from State and Federal sources.
- **Revenue collection** – If the funds from the State or the county/district are not correct, EdTec tracks down the appropriate officials and alerts them of the problem. EdTec will use reasonable efforts to negotiate on behalf of the school in disputes with funding agencies over improperly calculated payments.

Accounts Payable:

- **Accounts payable** – EdTec processes all invoices and, pending approval from the school leader or surrogate, pays the bills and codes them, based on school input, in the financial software, typically on a

weekly schedule with limited rush payments as needed. EdTec checks to make sure there are no double payments or double billings on multiple invoices. EdTec troubleshoots vendor payment issues with the school. EdTec also verifies that funds are available to pay the bill.

- **Form 1099 processing** – EdTec prepares and sends 1099 Forms to vendors and government, provided that this SOW remains in effect at the end of the applicable calendar year and subject to the timely receipt of accurate and complete information and data from Client, in accordance with EdTec policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of accounts payable services under this SOW.

Purchasing:

- **Vendor selection** – EdTec provides guidance on vendors based on its experience with vendors around the State and country.
- **Purchasing assistance on big-ticket items** – EdTec can assist the school in its purchase or leasing of big-ticket items such as portables.

Government Financial Reporting:

Subject to timely receipt of information and/or materials from Client, EdTec provides the following:

- **Preliminary and final budget reports** – EdTec prepares and files the preliminary budget report by July 1st based on the board adopted budget and a final budget as required.
- **Interim financial reports** – EdTec prepares and files the two interim financial reports to the district or county by the December 15 and March 15 deadlines.
- **Audited financial reports** – Subject to timely receipt of information and/or materials from the auditor, EdTec prepares and files the unaudited financial report by September 15. EdTec supports the Client and the auditor in the preparation (by the auditor) of the final audited report by December 15.

Audit:

- **Audit support** – EdTec prepares certain financial documents for the auditors and works side-by-side with the auditors to help ensure a smooth and timely audit process. For clarification, the school is responsible to pay auditor fees. The school 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 – e.g., attendance records, employee records, teacher certifications.
- **Audit compliance training** – EdTec helps the school leader and audit staff develop financial policies designed to meet requirements and help protect the school from financial mismanagement.
- **Single Audit Act of 1984** – EdTec provides support in school 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 school and auditor in preparing Form 990 tax-exempt organization annual filing. (For clarification, fees for audit and 990 are paid by school and it is the school's and auditor's sole responsibility to ensure these forms are filed).
- **Annual auditor selection form** – EdTec sends auditor information to the county in the spring.

- The school is responsible for attendance and audit of employee work.

2. BUSINESS CONSULTING

EdTec is a strategic thought partner to its clients and provides high-value support and guidance in the following areas:

- **Negotiations** – EdTec supports the school director and board with non-legal, business advice in negotiations related to issues such as MOUs, facilities, and SPED with districts, landlords, vendors, and others, including developing presentations and analyses to buttress the school's position.
- **Strategic budget development** – EdTec can assist the school director and board with strategic financial planning and budget scenario development.
- **Financing support** – EdTec assists clients in preparing loan packages and connecting the school with non-traditional/specialized funding sources such as bonds, New Market Tax Credits, Community Development Financial Institution (CDFI) resources, and philanthropic funds.
- **Legal services optimization** – EdTec can help clients think through and frame issues in preparation for engaging legal counsel, thereby assisting in a more efficient use of legal services costs.
- **Special projects** – EdTec performs business-related special projects within reason, such as modeling growth, compensation, and facilities scenarios, and providing an understanding of and analyzing food service and transportation options. (Note: due to State regulations, EdTec cannot complete the School Food Authority (SFA) application. However, EdTec provides assistance in understanding the process.) EdTec can also assist the school leader, within reason, in the analysis and understanding of best practices regarding a structurally sound pay scale.

3. BOARD MEETING SUPPORT

- **Board meeting attendance** – EdTec attends a maximum of eight board or finance committee meetings per year in person or by teleconference and presents its financial analysis presentation. EdTec can assist the board in staying in compliance with the Brown Act, as needed.

4. FACILITIES

- **Facility needs assessment and planning** – EdTec works with clients to help them refine their thinking about key facilities-related considerations and identify important facility requirements based on the school program and industry standards. EdTec helps clients think creatively about their facility needs and come up with workable solutions.
- **District negotiations** – EdTec will help the school negotiate deals with the district regarding facilities.
- **SB 740** – As State funding is available, EdTec prepares and submits SB 740 facilities reimbursements on the school's behalf.
- **Financial reporting to lender** - EdTec provides financial data to lenders for loan covenants.
- **Facilities funding support** – EdTec provides financial data for compliance-related reporting on State facility funding programs such as Prop 1D.

- ***Facility acquisition/lease negotiation*** *– On a separate fee basis and subject to staff availability, EdTec can assist clients with business, non-legal advice in negotiating purchase and/or lease terms. The school's attorney should review these.*

5. COMPLIANCE and ACCOUNTABILITY

- Note that compliance and accountability are the responsibility of the school. EdTec will provide advice on some matters, but this information is not comprehensive. In addition, since rules, regulations and interpretations regularly change, schools should seek independent verification from their attorneys or other sources.
- **Mid-year internal review** – From time to time, EdTec may perform an internal review with client designed to help the school comply with many school regulations, or in preparation for a potential authorizer site visit. Using an EdTec-developed checklist, we assist the school staff in testing compliance in key areas, such as: Board resolutions and policies; risk management; food service; restricted funding; student and personnel files; and attendance reporting and student data.
- **ESSA compliance support** – EdTec will track the financial reporting and can help provide related backup necessary for the Every Student Succeeds Act (ESSA) compliance. On an hourly billable basis, EdTec can provide assistance on Local Control Accountability Plan (LCAP) development and related school and student performance analysis.
- **SPED compliance** – EdTec provides partial checklists and general information to help schools understand their responsibilities related to Special Education. EdTec assistance does not include educational program compliance and we recommend getting specialized assistance in this area to ensure complete compliance. EdTec assists the school in completing the following reports: Maintenance of Effort (MOE), Mental Health expenditure reporting, Excess Cost Report, and year-end reporting.
- **Funding compliance** – EdTec makes compliance recommendations regarding funding requirements, such as Federal PCSGP implementation grant funding and other restricted funds. Note that, as more information becomes available, ESSA compliance may be especially complex with many school obligations.
- **District and State regulation compliance** – EdTec can help the school identify areas where it may not be in compliance with district or State regulations.

6. CHARTER DEVELOPMENT and GRANTS ADMINISTRATION

- **Financial reports** – EdTec prepares customized financial reports for grant purposes, within reason.
- **Fund accounting** – EdTec sets up fund accounting to track direct and allocated costs to grants.
- **Consolidated Application (ConApp)** – EdTec prepares the Consolidated Application parts 1 and 2 for eligible schools and files in the Consolidated Application Reporting System (CARS).
- **After School Education and Safety Program (ASES)** – EdTec submits annual budget and quarterly expenditure reports.
- **School-Based Medi-Cal Administrative Activities (SMAA)** – EdTec completes quarterly reports.

	▪ **Charter School Facilities Incentive Grant (CSFIG)** – EdTec completes semi-annual disbursement requests. ▪ **Deferral Exemption Application** – EdTec completes the application for the school. ▪ ***Charter renewal*** – EdTec prepares the budget materials and budget narrative for charter renewal. *On a separate fee basis, EdTec can assist in preparing and advocating a charter petition for school renewal.*
Excluded Services:	Other than the services outlined above, EdTec is not responsible for any other activities, unless mutually agreed to in writing. Examples of Excluded Services include, but are not limited to, outside legal costs, computer installation and support, purchasing of small items or of curriculum materials, printing and graphic arts, grant writing or fundraising, hiring and associated legal requirements (e.g., background checks, credential reviews) and recordkeeping, meetings with outside parties (e.g., the Board or District) beyond those meetings required to accomplish the included services, Special Ed administration, testing, assessment, compliance with ESSA, compliance with government grant requirements, audits, attendance accounting, and other outside professional services costs.
Compensation:	▪ **Back Office Services**: EdTec will provide these services at a fixed fee per school fiscal year as follows: ○ $316,895 for the 2025-26 school fiscal year These fixed fees include all normal postage, telephone, copying, faxing, etc., except for bank and payroll fees that will be passed through. The annual fees are payable monthly commencing on July 1, 2025. ○ The fees above are for the scope of services contained herein solely for those school(s) for which Client holds a granted charter or that have been in operation prior to the date of this SOW. ○ In addition to the fees as provided above, there will be an incremental fee for the following, if applicable: • Use by school personnel of debit cards. ▪ **Consulting**: Should you desire additional services not in the above scope, we would be pleased to provide these, subject to staff availability, 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). Typical additional services that are not in the above scope are charter petition writing and the implementation of computer systems or computerized Student Information Systems. Again, this rate includes normal phone, copying and incidental costs. 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**: All fees payable to EdTec must be received by EdTec within thirty (30) days of the date of invoice. EdTec reserves the right to suspend the provision of Services in the event an invoice is thirty days past due.
School 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 the school 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 "School Obligations" above, (b) if Client does not open for any school fiscal year during the Term, or (c) upon any revocation of Client's charter. 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 LLC	**VOICES COLLEGE BOUND LANGUAGE ACADEMIES**
By: _____	Signature: _____
Name: Steve Campo	Name: _____
Title: President	Title: _____
Date: _____	Date: _____
1266 66th Street Suite 4 Emeryville, CA 94608	Address: _____ _____
Fax: 510.663.3503	Email: _____
	Phone: _____
	Fax: _____

The undersigned hereby certifies that the renewal of services provided under this Agreement has been duly approved by the governing body of **Voices College Bound Language Academies**, a California public charter school (the "School"), at a publicly noticed meeting held on March 6, 2025.

VOICES COLLEGE BOUND LANGUAGE ACADEMIES

Signature: _____

Name: _____

Title: _____

ATTACHMENT 1

Roles and Responsibilities

Clarity on roles and responsibilities between EdTec and Voices College Bound Language Academies ("Client") will help ensure high quality, timely business services.

Table 1: Roles & Responsibilities

	EdTec	Client
Accounts Payable	▪ Timely and accurate check payments ▪ Payment of invoices according to client's approval policies ▪ Recordkeeping/processes adhering to generally accepted accounting standards for accuracy and security and approved by independent auditors ▪ Payment systems linked to financial statements and analyses for informed managerial decision-making ▪ Bank account reconciliations ▪ Invoice/payment research ▪ Advising clients on outstanding checks to ensure adequate cash availability	▪ **Submission of payment and deposit information; provision to EdTec of view-only access to bank account** ○ Weekly submission to EdTec of invoices, reimbursement requests, deposits, and other expenditures using EdTec forms and processes ○ Coding all expenses and non-State funding deposits using EdTec forms and processes and codes from the most recent budget. ▪ **Banking**: Monitoring and maintaining adequate bank account balances to meet expense obligations; securing view-only access to school bank account(s) for use by EdTec.

1. **LATE FEES and PROCESSING CHARGES**

Accounts Payable:

- **Weekly submittal**: Client must submit a weekly package conforming to EdTec forms and processes. The submittal shall contain invoices with appropriate coding, reimbursement requests, deposits, and/or other payment documents to EdTec using EdTec forms. If Client fails to submit this weekly package or fails to submit all necessary invoices and receipts to process payment, Client will be charged an additional processing fee of $50.
- As a courtesy, EdTec may waive the first two occurrences (i.e., up to $100) of the Weekly Submittal processing fee.

2. **ADDITIONAL CLIENT RESPONSIBILITIES**

Payroll:

- EdTec shall provide a deadline calendar for Client to provide its payroll processing data to EdTec for inclusion in Client's charter school Financial Statements and related financial reports.

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- Client to provide its payroll processing data to EdTec in a format specified by EdTec for upload into EdTec's accounting system.

3. ADDITIONAL EDTEC RESPONSIBILITY

EdTec School Portal:

- Included in the back office service fixed annual fees, EdTec to provide Client:
  - Up to a total of 10 designated user licenses (view-only access) to access the EdTec School Portal (ESP), EdTec's financial accounting system. Additional user licenses beyond the 10 included in the annual back office service fee can be quoted upon Client request.
  - Standard view-only access user training for up to 10 Client staff on the use of ESP.

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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.

PAYROLL, BENEFITS and INSURANCE

Payroll:

Interfaces with external payroll processor and performs quality checking. The school pays payroll processing fees.

- **Payroll processing** – Calculating and processing payroll and payroll-related payments/deductions for salaried and hourly employees based. Working with the payroll processor to generate checks for signature by authorized Client representatives (or through electronic signature) or facilitates Direct Deposit.
- **Payroll reporting** – Working with the payroll processor to prepare and file all required payroll reports for submission to Federal and State agencies and submitting electronic payroll, payroll tax reports and payroll tax deposits to the appropriate authorities.
- **Payroll record maintenance** – Tracking payroll information. Maintaining all employee files.
- **W-2 processing** – Preparing and filing Forms W-2 and W-3 with the Social Security Administration.
- **IRS, SDI, WC support** – Resolving payroll tax issues before the IRS and other Federal and State reporting agencies. Managing any State Disability, Workers Comp, or Unemployment Insurance claims and providing supporting payroll reports.
- **STRS/PERS and other retirement plan administration** – Setting up STRS/PERS accounts, and making appropriate deductions and payments to the county for STRS and/or PERS. Managing administration and enrollments and paying any fees from outside parties including late fees and interest levied by STRS/PERS.

Benefits and Insurance:

- **Health benefits administration** – EdTec may assist in guiding the school in the health benefits procurement process, and with re-quotes of insurance on an annual basis. Client is responsible for all benefit reporting under the Affordable Care Act, including without limitation the Forms 1094-C and 1095-C.
- **Insurance procurement** – EdTec may provide financial information necessary for the liability insurance quote process.

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Faith in Action Community Education Services

And

Voices College-Bound Language Academy Stockton

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Faith in Action Community Education Services and Voices College-Bound Stockton to provide after-school enrichment services.

Background

This partnership is important because F.A.C.E.S wants to build a relationship and grow with Voices as services are needed and as Voices continues to grow.

Purpose

This MOU will be set in place to allow Faith in Action Community Education Services to provide 5 after-school enrichment staff for Voices Stockton for the 2025-2026 summer program and school year. Services for the summer program will include 30 days for the summer, with 5 of those days being led by FACES staff for summer camp. Summer services will begin June 20th for on-site professional development. During the school year, the time will be from 2:30pm-7:00pm for a total of 4.5 hours per day for 147 regular days of school session and from 12:00pm-7:00pm for a total of 7 hours per day for 28 days of minimum sessions for a total of 175 days. The total days that F.A.C.E.S. staff will provide services will be 205 days. F.A.C.E.S. will maintain general liability insurance and include Voices Charter School as a policy holder.

Funding

This MOU certifies the flat rate fee of the not-to-exceed amount of $300,000. The flat rate fee is inclusive of summer services provided, enrichment and after-school services provided, materials cost, and the cost of daily parking for 5 staff. Invoices from F.A.C.E.S will be sent out twice a month on the last day of the month and on the 15th of the month and that payments from Voices College- Bound Language Academies will be sent out once per month on the last day of each month.

401 E. Main Street
Stockton, CA 95202
209.870.0471
info@FACESedu.org
FACESedu.org

Duration

This MOU is at-will and may be modified by any authorized official from Voices College- Bound Language Academies. This MOU shall become effective for the 2025-2026 school year, upon signature by the authorized Officials from Voices and will remain in effect until modified or terminated by any one of the Authorized officials from Voices College- Bound Language Academies.

Contact Information

Faith in Action Community Education Services

Joshua Brown
Founder/CEO
401 E. Main St. Stockton CA, 95202
(209) 870-0471
jbrown@facesedu.org

Voices College-Bound Language Academies

Kristen Hitchman
Expanded Learning Coordinator
6840 Via Del Oro, Suite 205, San Jose CA, 95127
(831) 539-3015
khitchman@voicescharterschool.com

_____

Date:

_____
(F.A.C.E.S. representative signature)
(Partner name, organization, position)

_____

Date:

_____
(Voices representative signature)
(Partner name, organization, position)

MEMORANDUM OF UNDERSTANDING (MOU) 2025-2026
AFTER SCHOOL EDUCATION AND SAFETY (ASES) PROGRAM GRANT
AND
EXPANDED LEARNING OPPORTUNITIES PROGRAM (ELOP) GRANT

By this agreement made and entered into on _____ ("Effective Date") between VOICES ACADEMIES (hereinafter referred to as **PARTNER**), and the BOYS & GIRLS CLUBS OF SILICON VALLEY (hereinafter referred to as **PROVIDER**), in consideration of their mutual covenants, the parties hereto agree as follows:

A. TERM OF AGREEMENT: The term of this MOU shall commence on July 1, 2025 (the "Commencement Date") and end on June 30, 2026 unless sooner terminated in accordance with the terms of this MOU. Regardless of the date of execution of this MOU, this MOU is effective as of the Commencement Date.

B. DUAL FUNDING: A dual-funded or blended-funded program site is one that receives both After School Education and Safety (ASES) and Expanded Learning Opportunities Program (ELOP) funding for expanded learning programs with both funded programs operating as one. All Voices locations, with the exception of Flagship, are dual-funded programs.

C. DUTIES OF PROVIDER: PROVIDER agrees to provide the following services, materials, and/or products:

Locations

- PROVIDER will operate programs at the following location(s):

Voices Flagship 715 Hellyer Avenue San Jose, CA 95111	Voices Morgan Hill 16505 Monterey Road Morgan Hill, CA 95037	Voices Mount Pleasant 14271 Story Road San Jose, CA 95127

Voices West Contra Costa
201 28th Street
Richmond, CA 94804

Hours of Operation

- PROVIDER will ensure that the program will operate every regular school day during the regular school year for 175 days. The program hours are after school beginning immediately upon the conclusion of the regular school day until 7:00 p.m.
- **INTERSESSION**: Intersessions are short breaks or periods between academic sessions or terms. PROVIDER will ensure that the Summer Enrichment Program will operate every day for 30 days. Operating hours are from 8:30am until 5:30pm.
- **EXCLUSIONS**: PROVIDER is allowed to close up to three days for training purposes as allowed by California Department of Education (CDE) guidelines. Proper notification of at least three weeks in advance will be given to PARTNER staff, students and families.

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Early Release Policy

- PROVIDER will use an agreed upon Early Release policy and apply it on a student-by-student basis. Although students may be released early based on the established policy, the program must remain open until 7:00 p.m. during school year programming.

Program Elements

- PROVIDER will ensure the safety of students through close supervision, proper training of staff, and communication with parents/families and school. The State requires a minimum staff to student ratio of 1:10 for students in transitional kindergarten (TK) and kindergarten (K) and 1:20 for students in grades 1-8.
- Capacity enrollment for school year programming by location is as follows:

Location	Capacity	TK/K Capacity
Voices Flagship	100	20
Voices Morgan Hill	100	20
Voices Mount Pleasant	60	10
Voices West Contra Costa	100	20

- In a program school year, attendance goals are 85 percent of the targeted attendance. Aggregate annual attendance goals for the programs are as follows:

Location	Capacity	Goal
Voices Flagship	100	85
Voices Morgan Hill	100	85
Voices Mount Pleasant	60	51
Voices West Contra Costa	100	85

- Capacity enrollment for intersession programming by location is as follows:

Location	Capacity	TK/K Capacity
Voices Flagship	100	10
Voices Morgan Hill	100	10
Voices Mount Pleasant	60	10
Voices West Contra Costa	100	10

- The program will integrate with the regular school day and other extended learning opportunities while providing a safe physical and emotional environment, opportunities for relationship-building, and promotion of active student engagement through the following required elements:
    - An educational literacy element, which includes tutoring and/or homework assistance designed to help students meet State standards in one or more of the following core academic subjects: language arts, mathematics, history and social science, science or computer training.
    - An educational enrichment element, which offers an array of additional services, programs, and activities that reinforce and complement the regular academic program of participating

students to support positive youth development. Enrichment activities may be designed to enhance the core curriculum. Examples of such activities include, but are not limited to, fine arts education activities, recreational activities, science related activities, physical fitness activities, career-technical education and prevention activities. Other learning support opportunities may include service-learning and mentoring.

- When determining goals for the educational literacy and educational enrichment elements, PROVIDER will use research-based curricula and strategies that is aligned to California's Common Core State Standards (CCSS) as well as work collaboratively with the school principal to align the goals and needs of the specific school. PARTNER has selected to report data on the California Assessment of Student Performance and Progress (CAASPP) assessments for the Statewide Evaluation.

- PROVIDER will facilitate and/or support enrichment programming (i.e., "Enrichment Block") during the 3:00 p.m. to 4:00 p.m.—a mandatory component of students' academic school day. PROVIDER will use curricula developed by PARTNER and will use instructional practices in accordance with training that PARTNER will provide to PROVIDER. All materials and supplies related to the successful execution of this "Enrichment Block" will be provided by PARTNER to PROVIDER.
- The program will offer a daily nutritious snack that meets the requirements of the U.S. Department of Agriculture (USDA) National School Lunch Program for meal supplements. PROVIDER will distribute snacks from PARTNER's Child Nutrition Services and follow specific procedures regarding record keeping, disposing of unused snacks and completing any necessary documentation.
- PROVIDER shall identify third parties for program enhancement (music, arts, field trips, etc.), if applicable, but shall confirm that such third parties are acceptable to PARTNER prior to contracting with them.

Enrollment Process/Priority

PROVIDER will work collaboratively with the school principal to prioritize identified unduplicated pupils (e.g., students experiencing homelessness, foster youth, socioeconomically disadvantaged youth, and English learners) for outreach and enrollment in the program. If further prioritization is needed due to space and availability, PROVIDER will work collaboratively with the school principal using the following as an order for enrollment:

1. First priority for enrollment is given to students who are identified in the district's student information system and/or on the PROVIDER's application as homeless youth or in foster care at the time they apply for enrollment into the Program.
2. Socioeconomically disadvantaged youth and English language learners
    a. Students not meeting standard on SBAC ELA and/or Math or Students OR **Three or more grade levels below** in iReady Reading or Math OR **TK students who did not attend preschool.**
    b. Students **nearly meeting standard** on SBAC ELA and/or Math or Students OR **One or two or more grade levels below** in iReady Reading or Math.
    c. Students **meeting standard** on SBAC ELA and/or Math or Students OR **Early on grade level** in iReady Reading or Math.
    d. Students **exceeding standard** on SBAC ELA and/or Math or Students OR **Mid or above grade level** in iReady Reading or Math.
3. Reclassified English language learners
    a. Students **not meeting standard** on SBAC ELA and/or Math or Students OR **Three or more grade levels below** in iReady Reading or Math OR **TK students who did not attend preschool.**

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b. Students **nearly meeting standard** on SBAC ELA and/or Math or Students OR **One or two or more grade levels below** in iReady Reading or Math.
c. Students **meeting standard** on SBAC ELA and/or Math or Students OR **Early on grade level** in iReady Reading or Math.
d. Students **exceeding standard** on SBAC ELA and/or Math or Students OR **Mid or above grade level** in iReady Reading or Math.

- The school principal may decide to open enrollment to other students depending on individual cases with mitigating factors.

Staffing/Hiring

- Minimum staff to student ratio is 1:10 for transitional kindergarten (TK) and kindergarten (K) and a minimum staff to student ratio is 1:20 for students in grades 1-8.
- PROVIDER will do its own hiring and training of such staff and work collaboratively with the site principal to align the goals and needs of the specific school.

Attendance/Behavior Management

- PROVIDER will take daily attendance and check the school's Daily Attendance Report (provided by Office Manager). PROVIDER will call parents/families of any student who was present during the regular school day but absent from the Program. This will be a safety precaution to account for any student who may be opting to go elsewhere after school.
- PROVIDER will check the school site's Daily Attendance Report to see if a student was absent from the regular school day but chose to attend the Program. Students will not be allowed to attend after school if they miss the regular school day. The same guideline applies to students who have been suspended; they are not allowed to be on campus during or after school hours.
- PROVIDER will maintain an average daily attendance of 85 percent of the maximum total (e.g., 85 of 100 students).
- PROVIDER will be responsible for training its staff on behavior management and will work collaboratively with the school's staff and principal to align the behavior expectations. PROVIDER will be responsible for implementing behavior management steps and will communicate with the school's staff and principal any necessary concerns regarding specific students or families.
- PROVIDER will implement a specific process regarding consequences such as being dropped from the Program for students who are consistently absent or not following guidelines. Any such actions will need to be communicated to the school.

Data Collection, Reporting and Sharing

- PROVIDER will work collaboratively with PARTNER to collect and report data, according to State requirements. This will include semi-annual attendance reports, quarterly expenditure reports; and annual fiscal and evaluation reports as well as evaluation of the effectiveness of programs. Due dates to PARTNER are as follows:
    - 10 Business days before January 31 and 10 business days before July 31 for the **semi-annual attendance reports**;
    - 10 business days before October 31, 10 business days before January 31, 10 business days before April 30 and 10 business days before July 31 for the **quarterly expenditure reports**; and

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- 40 business days (approximately 8 weeks) before October 15 for the **annual evaluation reports.**

- PROVIDER will use the State's standardized procedures and collection tools developed by the CDE for evaluation purposes.
- PROVIDER will keep accurate attendance records and implement a record keeping procedure for the purpose of data reporting to the State, as well as backup documentation for the school site (e.g., principal and parents) and PARTNER (e.g., audits). PROVIDER will submit an Excel file with daily attendance lists as well as a summary of attendance numbers according to the specified time line above.
- PROVIDER will keep all financial and attendance records for five years and will provide access upon request. PROVIDER will submit the CDE Quarterly Report and the detailed Quarterly Expenditure Report to PARTNER according to the specified time line above.
- PROVIDER will complete and return daily the snack production records to Child Nutrition Services.
- PROVIDER agrees to comply with PARTNER's data sharing policies ensuring that personally identifiable information ("PII") contained in students' records remains confidential.

Program Effectiveness

- PROVIDER will use the evaluation results to monitor and revise the program to meet the goals of PARTNER and school(s).

Facilities

- The physical location where the Program is implemented will be designated as the program site.
- PROVIDER shall be responsible for lost, damaged or stolen property as a result of PROVIDER's use of PARTNER'S property.
- PROVIDER shall ensure that any space being used is left in a tidy manner and ready to be cleaned by PARTNER's maintenance staff (e.g., picking up trash from the floors, putting away books, materials, supplies, stacking chairs on tables, etc.).
- PROVIDER will conduct a daily opening and closing checklist and report any concerns to PARTNER's Facilities and Safety Manager, immediately.
- PROVIDER shall give prompt notice to the PARTNER's designee in case of fire, accident or other occurrence at the school(s).
- PROVIDER will take all reasonable efforts and actions to resolve accidents (i.e., calling emergency response, preparation of incident report, etc.) for, with or on behalf of PARTNER.

D. PARTNER OBLIGATIONS: For the period of this MOU, PARTNER shall provide the following:

Enrollment Process/Priority

- First priority for enrollment is given to students who are identified in the district's student information system and/or on the PROVIDER's application as homeless youth or in foster care at the time they apply for enrollment into the Program.
- PARTNER will provide and/or cross-reference student information and assessment data to school and PROVIDER in order to facilitate the enrollment process and recruitment of students. All student information and assessment data is subject to the Data Protection Agreement between the parties.

- The school will work collaboratively with PROVIDER to select students using the established criteria and to recruit students through various ways of communication (e.g., posting a sign, assisting to call families, including information in newsletter).

Attendance/Behavior Management

- The school Office Manager will provide Daily Attendance Reports in PROVIDER's mailbox.
- The school staff and principal will work cooperatively with PROVIDER to ensure positive attendance and behavior management.
- PARTNER will work collaboratively with PROVIDER to assess the needs of Individualized Education Program (IEP) students. PARTNER may provide additional support during the after school and/or summer program as needed to ensure student success and safety of the program.

Data Collection, Reporting and Sharing

- PARTNER will work collaboratively with PROVIDER to collect and report data, according to State requirements. This will include semi-annual attendance reports, quarterly expenditure reports; and annual fiscal and evaluation reports as well as evaluation of the effectiveness of programs.
- PARTNER will use the State's standardized procedures and collection tools developed by the CDE for evaluation purposes.
- PARTNER will share with PROVIDER a number of different data files and fields to deliver services and assess program effectiveness and student achievement across summer and school year. Data may include: grade reports, standardized test results, school attendance reports and Individualized Education Program (IEP) plans.

Enrichment Block

- PARTNER will provide curricula, training, ongoing coaching, materials, supplies, equipment, storage and instructional space to PROVIDER for the successful facilitation of the mandatory daily "Enrichment Block", between 3:00 p.m. and 4:00 p.m., Monday through Friday.

Program Effectiveness

- PARTNER will share appropriate evaluation results with PROVIDER to facilitate the enhancement of the Program to align with PARTNER and school goals.
- PARTNER will include PROVIDER's staff in appropriate staff development (e.g., behavioral interventions, social-emotional wellness methods, language arts, math, etc.).

Facilities

- The physical location where the Program is implemented will be designated as the program sites.
- PARTNER will provide space as needed, to meet the attendance requirements as defined by the grant, such as classrooms, use of student restrooms, drinking fountains, playground facilities, and gym/multi-purpose rooms and storage.
- PARTNER will provide technology (i.e., student-assigned devices) for student use and internet and telephone for both staff and student use with PROVIDER adhering to PARTNER's staff and student use of technology policies with PROVIDER responsible for replacement of lost, damaged or stolen equipment.
- PARTNER will provide secure space for the storage of PROVIDER's office supplies, program supplies and PROVIDER's employees' personal effects.

- PARTNER will provide office/desk space for PROVIDER's Regional Director, each school site's respective Unit Director and Assistant Unit Director, if applicable.
- PARTNER will provide access to non-exclusive use of the parking lot located on school site.
- PARTNER will provide all water, electricity, lighting, heating, and trash removal service.
- PARTNER will provide janitorial services to the space provided in school buildings at a minimum of three times per week (e.g., vacuum carpet, sweep and mop floors, wipe surfaces, clean bathrooms, and remove trash).
- PARTNER will provide security, i.e., process of securing buildings and school alarms as necessary.
- PARTNER will provide access codes and alarm codes for each location. PROVIDER shall be responsible for any damage, theft, fire, death, personal injury, fines, or penalties resulting from PROVIDER's use thereof. PROVIDER acknowledges and agrees building access and alarm codes are highly confidential and agrees to handle such information accordingly.
- PARTNER will provide access to or will assign PARTNER Equipment, which may include but is not limited to keys, key-fobs and front office equipment ("Equipment"). PROVIDER understands and acknowledges PROVIDER is responsible for the Equipment issued to PROVIDER; PROVIDER will use the Equipment in the manner intended; PROVIDER is responsible for any damage done to Equipment, normal wear and tear excepted. Upon termination of this Agreement, PROVIDER shall return all Equipment in proper working order, normal wear and tear excepted.

E. COMPENSATION: For the full performance of this MOU, PARTNER shall pay PROVIDER $1,521,000 as follows:

(1) Voices Flagship | $407,755 | School Year ($347,932) and Summer ($59,823)
(2) Voices Morgan Hill | $407,755 | School Year ($347,932) and Summer ($59,823)
(3) Voices Mount Pleasant | $297,735 | School Year ($262,000) and Summer ($35,735)
(4) Voices West Contra Costa| $407,755 | School Year ($347,932) and Summer ($59,823)

F. PAYMENT TERMS: Payment to be made as follows:

PARTNER shall pay PROVIDER in ten equal monthly installments beginning with the execution of this MOU. PROVIDER shall submit an invoice to generate payment. Payment shall be paid within two business weeks of receipt of invoice.

Billing Address:
Voices Academies
Attn/Title: Kristen Hitchman, Expanded Learning Coordinator
Address: khitchman@voicescharterschool.com

G. PERIOD OF MOU: PROVIDER's work as specified in this MOU shall commence on July 1, 2025 and shall be completed on or before June 30, 2026.

H. INSURANCE: Reference General Terms and Conditions, G.2.
The evidence of insurance is attached.

I. GENERAL TERMS AND CONDITIONS:

1. INDEMNIFICATION: PROVIDER agrees to indemnify, defend, and save harmless PARTNER, its affiliates, and each of their board of directors, officers, agents, employees, and volunteers from and against any liability, claim, action, cost, damage or loss, including reasonable costs and attorneys' fees, for injury, including death, to any person or damage to any property arising out of PROVIDER's activities under this memorandum of understanding, but excluding liability due to the sole negligence or willful conduct of PARTNER. This obligation shall continue beyond the term of this MOU as to any act or omission which occurred during or under this MOU. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for PROVIDER or its employees or agents under workers' compensation acts, disability benefit acts, or other employee benefits acts.

2. INSURANCE: PROVIDER will maintain general liability insurance, automobile coverage, and workers compensation coverage in such an amount as may be reasonably necessary to assure compliance with the Indemnification provision, herein above. PARTNER shall be named as additional insured on an endorsement with respect to the liability coverage. PROVIDER agrees to provide copies of the required policies of insurance to PARTNER.

3. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this MOU because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

4. CONFLICT OF INTEREST: Before executing this MOU, PROVIDER shall disclose to PARTNER the identities of any board member, officer, or employee of PARTNER, or relatives thereof, who PROVIDER knows of should know will have any financial interest resulting from this MOU.

5. LICENSE AND AUTHORITY: PROVIDER will maintain all necessary licenses during the term of this MOU. If other than a natural person, PROVIDER is duly authorized to enter into this MOU by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this MOU.

6. EQUIPMENT: PROVIDER will provide all necessary equipment to render his/her services pursuant to this MOU, unless otherwise agreed to by the parties.

7. USE OF ADDITIONAL WORKERS BY PROVIDER: PROVIDER may, at PROVIDER's own expense, employ additional workers or other PROVIDERs as necessary for the completion of this MOU and shall maintain workers' compensation insurance as required by state law. PARTNER shall not control, direct, or supervise PROVIDER's additional workers or PROVIDERs in the performance of those services. PROVIDER assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or PROVIDERs and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings. PROVIDER shall not hire employees of PARTNER for performance of this MOU.

8. ASSIGNMENT: Without the written consent of PARTNER, this MOU is not assignable by PROVIDER.

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9. SUCCESSORS AND ASSIGNS: This MOU shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

10. FINGERPRINTING AND CRIMINAL RECORDS CHECK: PROVIDER shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of Justice and the completion of criminal background investigations of its employees. PROVIDER shall not permit any employees to have any contact with PARTNER pupils until such time as PROVIDER has verified in writing to the governing board of PARTNER that such employee has not been convicted of a felony as defined in Education code 45125.1. PROVIDER's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the district and/or acting as independent PROVIDERs of PROVIDER. Verification of compliance with this section shall be provided in writing to the PARTNER prior to the commencement of participation in the agreed project and prior to contact with students.

11. HEALTH EXAMINATION: No person shall be initially allowed to interact with students unless he/she has placed on file with PROVIDER or district a certificate from a physician licensed under the Business and professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406).

12. GOVERNING LAW: The validity of this MOU and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.

13. CHANGES OR ALTERATIONS: No changes, alterations, or variations of any kind to this MOU are authorized without the written consent of PARTNER.

14. HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the MOU.

15. TERMINATION: Either party may terminate this MOU upon sixty days advance written notice. PARTNER will be relieved of the payment of any consideration to the PROVIDER should PROVIDER fail to perform under this MOU or terminate MOU prior to the compensation date. In the event of such termination, PARTNER may proceed with the work in any manner deemed proper by the PARTNER. The cost to PARTNER shall be deducted from any sum due PROVIDER under this MOU.

16. SEVERABILITY: In the event any portion of this MOU shall be held by a Court to be invalid, such holding shall not invalidate the remainder of this MOU.

17. AMBIGUITY: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

18. COPYRIGHT: Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of PARTNER.

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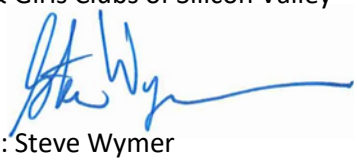
19. EXPENSES: PROVIDER will use the 85percent of the grant's total for direct services to participants. PROVIDER will be responsible for administrative costs, all costs of equipment provided by PROVIDER, all fees, fines, licenses, bonds or taxes required of or imposed against PROVIDER, and all other of PROVIDER's costs of doing business. All contents and materials purchased through the Grant by either party is the property of the PARTNER.

20. INDEPENDENT CONTRACTOR STATUS: This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this MOU, PROVIDER certifies that no one who has or who will have any financial interest under this MOU is an officer or employee of PARTNER. Additionally, as the Contractor/PROVIDER is not an PARTNER employee, PARTNER is not responsible for obtaining workers' compensation insurance coverage for the Contractor/PROVIDER.

J. COMMUNICATIONS: Communications between the parties to this MOU may be sent to the following addresses:

PARTNER	**PROVIDER**
Voices Academies	Boys & Girls Clubs of Silicon Valley
Attn/Title:	Attn/Title: Steve Wymer
Address:	Address: 15 W San Fernando Street San Jose, CA 95113

K. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This MOU constitutes the entire understanding of the parties. PROVIDER's signatures below signify both an understanding and acceptance of the contract (MOU) provisions.

PARTNER:	**PROVIDER**:
Voices Academies	Boys & Girls Clubs of Silicon Valley
By:	By: 
Name:	Name: Steve Wymer
Title:	Title: CEO
Date:	Date: 03/03/2025

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WORKERS' COMPENSATION INSURANCE
CERTIFICATE OF EXEMPTION

I, Steve Wymer, doing business as Representative of Boys & Girls Clubs of Silicon Valley, hereby certify that I understand the requirements of the California Labor Code as they relate to Workers' Compensation Insurance. I certify that during the life of this MOU, I shall not employ any person in any manner so as to become subject to the Workers' Compensation requirements. In case any work is sublet, I shall require my sub-PROVIDERs similarly to provide Workers' Compensation Insurance for the sub-PROVIDERs' employees, all in compliance with State laws.

I agree to fully protect PARTNER PUBLIC SCHOOLS for any and all injury and death claims arising out of the work performed for PARTNER. I agree to indemnify PARTNER for any penalties and losses resulting to it from failure of either I or my sub-PROVIDERs to take out and maintain such insurance.

If, after making this Certificate of Exemption, I should become subject to the Workers' Compensation provisions of the Labor Code, I agree to forthwith comply with such provisions or this contract shall be deemed revoked.

Signature  03/03/2025

Name (Print): Steve Wymer
Title: Chief Executive Officer (CEO)
Address: 15 W San Fernando Street
City, State: San Jose, CA 95113
Phone: 408-957-9685

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EXHIBIT A
INSURANCE

PROVIDER represents and warrants that, at PROVIDER sole cost and expense, it will maintain for the duration of this AGREEMENT self-insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the services provided hereunder by PROVIDER, its agents, representatives, employees or subcontractors and the indemnity provisions of Section H2 of this MOU.

The requirements of this section may be satisfied by the provision of similar coverage through self-insurance program.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations, and X, C, U where applicable; and
2. The coverage described in Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

PROVIDER and PARTNER shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of $1,000,000 per accident.
4. Cyber Liability: $2,000,000 limit/aggregate with $5,000 retention for First and Third Party Liability
5. Abusive Conduct Liability: $1,000,000 occurrence/$2,000,000 aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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Any deductibles or self-insured retentions must be declared to, and approved by PARTNER's Risk Manager. At the option of PARTNER, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects PARTNER, its officers, employees, agents and PROVIDERs; or PROVIDER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the PARTNER's Risk Manager.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. PARTNER, its officers, employees, agents and PROVIDERs are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, PROVIDER; products and completed operations of PROVIDER; premises owned, leased or used by PROVIDER; and automobiles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to PARTNER, its officers, employees, agents and PROVIDERs.

b. PROVIDER's insurance coverage shall be primary insurance as respects PARTNER, its officers, employees, agents and PROVIDERs. Any insurance or self-insurance maintained by PARTNER, its officers, employees, agents or PROVIDERs shall be excess of PROVIDER's insurance and shall not contribute with it. PROVIDER, its officers, employees, agents and PROVIDERs are to be covered as additional insured as respects: Liability arising out of activities performed by or on behalf of, PARTNER; products and completed operations of PARTNER; premises owned, leased or used by PARTNER; and automobiles owned, leased, hired or borrowed by PARTNER. The coverage shall contain no special limitations on the scope of protection afforded to the PROVIDER, its officers, employees, agents, and PROVIDERs.

c. Any failure to comply with reporting provisions of the policies by PROVIDER shall not affect coverage provided PARTNER, its officers, employees, agents, or PROVIDER’s.

d. Coverage shall state that PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to PARTNER.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers acceptable to PARTNER.

F. VERIFICATION OF COVERAGE

PROVIDER shall furnish PARTNER with an Affidavit of Insurance affecting coverage required by this AGREEMENT. The Affidavit of Insurance for each coverage are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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G. SUBCONTRACTORS

PROVIDER shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

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EXHIBIT B
VIDEO SURVEILLANCE

The use of video surveillance equipment, and access to live and recorded data, shall be supervised and controlled by PARTNER. Video surveillance cameras shall be used in approved designated areas of the school and school grounds and/or community center and community center grounds where there is no reasonable expectation of privacy. Surveillance systems shall not be used in places where a reasonable expectation of privacy exists, such as restrooms, locker rooms, and private offices, nor shall surveillance systems be positioned to provide sight lines into such places.

PARTNER shall provide written notice to students, guardians and PROVIDER staff that video surveillance may occur on PARTNER property. In addition, signs/placards shall be posted in building entrances or at other locations deemed appropriate by PARTNER to inform visitors that video surveillance may occur on PARTNER property.

To the extent video images creates student records or personnel records, PARTNER shall comply with all applicable state and federal laws related to record maintenance, retention and disclosure of such records, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g.)

Video images obtained by PARTNER shall be viewed by authorized PARTNER personnel as necessary. PARTNER may rely on the images obtained by the video surveillance cameras in connection with the enforcement of PARTNER policies, building rules, and other applicable law including but not limited to student and personnel disciplinary proceedings—including expanded learning providers process for disciplinary proceedings—and matters referred to local law enforcement agencies in accordance with applicable law.

Video recording data will not to be used directly or indirectly to identify the activities of individual students or PROVIDER staff except as viewed in relation to a specific event or suspected criminal activity; suspected violation of PARTNER policies or rules; incidents where there is reasonable basis to believe a claim may be made against the PARTNER and/or PROVDER for civil liability; or if otherwise compelled by law. Authorized PROVIDER staff may use a still shot or selected portions of recorded data to request law enforcement review for assessing the security risk of a specific individual or for investigating a potential crime on school property.

Confidentiality and privacy concerns limit the general public, including parents and relatives of students, from viewing video recording footage and/or data involving students, PROVIDER staff and volunteers. Only PARTNER can view and/or export video recording data. No unauthorized recordings are permitted of video recording data through cell phones, portable devices or any other means. Any PROVIDER staff who becomes aware of unauthorized disclosure of video recording data and/or a potential privacy breach must immediately inform PARTNER.

PROVIDER staff and volunteers are prohibited from unauthorized use of, tampering with or otherwise interfering with video surveillance equipment. Violations will be subject to disciplinary action that may include, but are not limited to, written reprimand, suspension, demotion or termination of employment. Video recording data will remain the property of PARTNER and may be reproduced only in accordance with applicable law and board policy.

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Coversheet

Contract Ratification

Section: III. Consent Agenda
Item: D. Contract Ratification
Purpose:
Submitted by:
Related Material: Pathway to Inclusion 2024-2025-Master-Contract-Voices Academies.pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2024-2025

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA VOICES ACADEMIES

Contract Year 2024-2025

____ Nonpublic School

X Nonpublic Agency

Type of Contract:

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

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

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

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

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2024-2025 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Voices Academies

NONPUBLIC AGENCY/RELATED SERVICES PROVIDER: Pathways to Inclusion

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2024, between Voices Academies, hereinafter referred to as the local educational agency ("LEA"), a member of the Sonoma SELPA and Pathways to Inclusion (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 AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of

this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

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

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

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

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

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

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

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2024 to June 30, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

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

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

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

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

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

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

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

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

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

e The term "license" means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:
   i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
   ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
iv. a surrogate parent,
v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

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

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

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

ADMINISTRATION OF CONTRACT

8. NOTICES

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

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this 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; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; 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; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. 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 the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

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

11. SUCCESSORS IN INTEREST

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

12. VENUE AND GOVERNING LAW

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

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

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

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than 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 CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.

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

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

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

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

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

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

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC**), the following insurance policies are required:

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

$3,000,000 per occurrence
$6,000,000 in General Aggregate**.**

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

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

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

17. INDEPENDENT CONTRACTOR

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

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

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to

provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The 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 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 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.

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

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

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

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

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

22. GENERAL PROGRAM OF INSTRUCTION

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

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

vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the 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 received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Junteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the

LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff.

CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies ***require*** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, 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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or

multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915.CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10^{th}) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756.* A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

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

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq*.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

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

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

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

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

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

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

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in *EC* Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) 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 recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in *EC* Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. 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. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with

relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, 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.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, 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). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 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)).
In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).
CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.
CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by

that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

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

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. 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) provide 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 storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

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

53. CHILD ABUSE REPORTING

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

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic 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, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are

provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

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 (10^{th}) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

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. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a 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. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

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

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Pathways to Inclusion	Voices Academies
Nonpublic School/Agency	**LEA Name**
By: _____	**By:** Ellyn Magaña 2/7/2025
Signature **Date**	**Signature** **Date**
_____	Ellyn Magaña, Chief Innovation and Strategy Officer
Name and Title of Authorized Representative	**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Meghann Cazale	
Name and Title Pathways to Inclusion	**Name and Title** Ellyn Magaña, Chief Innovation and Strategy Officer
Nonpublic School/Agency/Related Service Provider	**LEA** Voices College Bound Language Academy
Address P.O. Box 1313	**Address** 6840 Via del Oro
City **State** **Zip** Woodbridge CA 95258	**City** **State** **Zip** San Jose CA 95119
Phone **Fax** (350)221-5128	**Phone** **Fax** 501-351-4143
Email mcazale@pathwaystoinclusion.org	**Email** ellynmbrown@gmail.com

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Pathways to Inclusion
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: 5

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)		
Physical Therapy (460)		
Individual Counseling (510)		
Counseling and Guidance (515)		
Parent Counseling (520)		
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		

Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

PATHWAYS TO INCLUSION

24/25 Rate Sheet

IEP SERVICES:

ASSISTIVE TECHNOLOGY:	$175 PER HOUR
BEHAVIOR INTERVENTION:	$175 PER HOUR
TRANSITION:	$125PER HOUR
PARENT COUNSELING AND TRAINING:	$125 PER HOUR
IEP WRITING (DRAFT ANNUAL IEP):	$500 PER DRAFT
IEP WRITING (DRAFT OF TRIENNIAL):	$600 PER DRAFT
IEP MEETING ATTENDANCE:	$100 PER HOUR

MINIMUM FOUR (4) HOUR DAY APPLIES

EVALUATIONS:

EVALUATION, REPORT AND ATTENDANCE AT ONE IEP MEETING (MEETING TIME UP TO 3 HOURS)

ACADEMIC ASSESSMENT:	$1000
ASSISTIVE TECHNOLOGY (AT) ASSESSMENT:	$3000
AAC ASSESSMENT:	$3400
FUNCTIONAL BEHAVIOR ASSESSMENT:	$3000
DRAFT BEHAVIOR INTERVENTION PLAN:	$2900
INDIVIDUAL TRANSITION ASSESSMENT:	$2300
INTENSIVE INDIVIDUAL SERVICE ASSESSMENT	$3000
PSYCHOEDUCATIONAL ASSESSMENT:	$4600
SPEECH AND LANGUAGE ASSESSMENT	$3500

PROFESSIONAL DEVELOPMENT:

RATE PER DAY: $1250 HALF DAY (4 OR LESS HOURS)/$2500 FULL DAY (4-7 HOURS)
RATE INCLUDES TWO HIGHLY QUALIFIED FACILITATORS, PARTICIPANT ENGAGEMENT STRATEGIES, RESOURCES FOR PARTICIPANTS TO ACCESS, PRACTICAL APPLICATION, ETC

-IEP BEST PRACTICES AND COMPLIANCE
-BEST PRACTICES IN IEP FACILITATION
-BEHAVIOR STRATEGIES
-SUPPORTING STUDENTS WITH EXTENSIVE NEEDS
-BEST PRACTICES IN INCLUSION AND CO-TEACHING
-IEP ADMINISTRATOR DESIGNEE TRAINING
-DISABILITY SPECIFIC TRAININGS (AUT, ED, ID, ETC.)
-LEADERSHIP DEVELOPMENT
-EQUITY DEVELOPMENT
-EXECUTIVE FUNCTIONING
-SUPPORTING STUDENTS WITH LOW-INCIDENCE NEEDS
-UNIVERSAL DESIGN FOR LEARNING
-OTHER PROFESSIONAL DEVELOPMENT AVAILABLE UPON REQUEST

CONSULTATION SERVICES:

INCLUDES ADDITIONAL HOURS FOR IEP MEETINGS, STAFF TRAINING , ETC.

	RATE PER HOUR
BEHAVIOR SUPPORT CONSULTATION	$280
AT/AAC CONSULTATION	$200
SPECIAL EDUCATION BUDGETING AND OVERSIGHT	$225
CDE COMPLIANCE MONITORING OR CALPADS SUPPORT	$225
OVERSIGHT OF IEP IMPLEMENTATION	$225
SPECIAL ED ADMINISTRATOR SUPPORT	$225
COACHING OF SPECIAL EDUCATION LEADERS	$225

RESTORATIVE PRACTICES TRAINING

RESTORATIVE PRACTICES FOR EDUCATORS	$9,000 + COST OF MATERIALS (TRAVEL AND OVERNIGHT ACCOMMODATIONS ARE NOT INCLUDED IN THIS PRICE; NEGOTIABLE DEPENDING ON LOCATIONS)

-MISSED APPOINTMENTS ARE CHARGED AT A REGULAR RATE UNLESS 24 HOUR PRIOR WRITTEN NOTICE OF A STUDENT'S ABSENCE IS RECEIVED.
-PAYMENTS TO BE RECEIVED IN FULL WITHIN 30 BUSINESS DAYS OF RECEIPT OF INVOICE. ADDITIONAL 15% FEE COMPOUNDED WEEKLY ON PAYMENTS NOT RECEIVED WITHIN 30 BUSINESS DAYS. LEA RESPONSIBLE FOR ALL LEGAL AND COLLECTION COSTS IF PAYMENT IS NOT RECEIVED.
-TRAVEL TIME APPLIES AT THE HOURLY RATE OF THE DISCIPLINE
-RATES ARE SUBJECT TO CHANGE

www.pathwaystoinclusion.org

EXHIBIT B: SCOPE OF WORK

Summary: The scope of services will assist Visions Academies in meeting the requirements of the IDEA, which includes supporting student programming, staffing supports, contract oversight and compliance monitoring activities.

Obligations of Provider:

1. Provide Special Education Administrative Support at a rate of $225.00 per hour, which includes:
    a. Special Education Data Reporting (CalPads oversight/support)
    b. Contract Oversight (ensure all service providers are Non-Public Agencies and Master Contract's/Independent Service Agreements are in place for all students receiving contracted supports/services per the California Department of Education Requirements)
    c. Assisting with Special Education Program Monitoring/Audits Conducted by the California Department of Education.
    d. Assisting/Supporting with any ERMHS (Educationally Related Mental Health Services) reimbursements, LI (Low Incidence) reimbursements, and Legal Risk reimbursements to the SELPA.
    e. Assisting with special education budget monitoring/support to ensure all services are delivered in accordance with student IEPs.
    f. Supporting the development of an Extended School Year (ESY) Program for students that are found eligible for ESY supports/services.
    g. Development of Special Education Programming through the use of a Special Education Self-Assessment Tool to identify areas of strength and opportunity.
    h. Supporting with drafting/reviewing Prior Written Notices (PWNs) in accordance with the IDEA.
    i. Assisting with the submission of the Special Education Personnel Data report.
    j. Regularly review/monitor SEIS for compliance/CalPads errors
    k. Assisting with the development of systems for ongoing, proactive, internal compliance monitoring.
    l. Providing guidance and oversight to case managers regarding Individualized Transition Plan requirements in accordance with the IDEA.
    m. Assisting in the development of a regular scope and sequence to support the development of staff in the area of Special Education.
    n. Assisting with the development of special education hiring practices, including job descriptions, development of interview materials and onboarding guidance.

2. Provide up to 14 hours of Professional Development and Training to Special Education Staff members at a rate of $5000 to include:
    a. Training to intern/new Education Specialists related to Educational Benefit and Writing Legally compliant IEPs.
    b. Administrative Designee training related to special education oversight, compliance monitoring, and accountability.

Obligation of the Business/Provider:

1. Submit payment to the provider within 30 business days of invoice. Provider will submit invoices on a monthly basis for any hours accrued by Visions Charter. An additional 15% fee compounded weekly on payments not received within 30 business days. Visions Charter is responsible for all legal and collection costs if payment is not received.

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-	-LEA/SELPA-
Pathways to Inclusion	Voices College Bound Language Academy
(Name of Nonpublic School/Agency)	(Name of LEA/SELPA)
Rainy Bruce 2/7/2025	Ellyn Magaña 2/7/2025
(Signature) (Date)	(Signature) (Date)
Rainy Bruce, Owner/Operator	Ellyn Magaña, Chief Innovation and Strategy Officer
(Name and Title)	(Name of Superintendent or Authorized Designee)

Coversheet

Approve Declaration of Needs (DONs) for all School Sites

Section: III. Consent Agenda
Item: E. Approve Declaration of Needs (DONs) for all School Sites
Purpose: FYI
Submitted by:
Related Material: Flagship 25 - 26 DON (DRAFT).pdf
West Contra Costa 25 - 26 DON (DRAFT).pdf
Stockton 25 - 26 DON (DRAFT).pdf
Mount Pleasant 25 - 26 DON (DRAFT).pdf
Morgan Hill 25 - 26 DON (DRAFT).pdf

State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
Sacramento, CA 95811

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

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2025-2026

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 Academi District CDS Code: 43 69450 01132662

Name of County: Franklin-McKinley Elementary County CDS Code: 43 10439 0000000

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 3/6/2025 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, 2026.

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

Felipe Deguer		Special Projects and Credentialing Manager
Name	*Signature*	*Title*
	(408) 791-1609	
Fax Number	*Telephone Number*	*Date*

6840 Via del Oro, Suite 205, San Jose, CA 95119
Mailing Address

fdeguer@voicescharterschool.com
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY 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)	1
Bilingual Authorization (applicant already holds teaching credential)	4
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	1
Teacher Librarian Services	0
Emergency Transitional Kindergarten (ETK)	1

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	9
Single Subject	0
Special Education	1
TOTAL	10

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

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.

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 for 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? 10

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

Riverside County Office of Education / Center of Teacher Innovation

University of San Francisco

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

State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
Sacramento, CA 95811

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

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2025-2026

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 District CDS Code: 07 61796 0136903

Name of County: Contra Costa Unified County CDS Code: 07 10074 0000000

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 3/6/2025 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, 2026.

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

Felipe Deguer		Special Projects and Credentialing Manager
Name	*Signature*	*Title*
	(408) 791-1609	
Fax Number	*Telephone Number*	*Date*

6840 Via del Oro, Suite 205, San Jose, CA 95119
Mailing Address

fdeguer@voicescharterschool.com
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY 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)	1
Bilingual Authorization (applicant already holds teaching credential)	5
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	1
Teacher Librarian Services	0
Emergency Transitional Kindergarten (ETK)	2

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	9
Single Subject	0
Special Education	2
TOTAL	11

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

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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- 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 for 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? 6

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

Riverside County Office of Education / Center of Teacher Innovation

University of San Francisco

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

State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
Sacramento, CA 95811

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

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2025-2026

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 District CDS Code: 39 68676 0139907

Name of County: Stockton Unified County CDS Code: 39 68676 0000000

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 3/6/2025 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, 2026.

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

Felipe Deguer		Special Projects and Credentialing Manager
Name	*Signature*	*Title*
	(408) 791-1609	
Fax Number	*Telephone Number*	*Date*

6840 Via del Oro. Ste. 205, San Jose, CA. 95119.
Mailing Address

fdeguer@voicescharterschool.com
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY 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)	0
Bilingual Authorization (applicant already holds teaching credential)	2
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	1
Teacher Librarian Services	0
Emergency Transitional Kindergarten (ETK)	2

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	4
Single Subject	0
Special Education	1
TOTAL	5

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

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- 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 for 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? 4

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

Riverside County Office of Eduction / Center of Teaching Innovation CTI

University of San Francisco

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

State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
Sacramento, CA 95811

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

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2025-2026

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 District CDS Code: 43 10439 0132530

Name of County: Santa Clara County Office of Education County CDS Code: 43 10439 0000000

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 3/6/2025 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, 2026.

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

Felipe Deguer		Special Projects and Credentialing Manager
Name	*Signature*	*Title*
	(408) 791-1609	
Fax Number	*Telephone Number*	*Date*

6840 Via del Oro, Ste. 205. San Jose, CA. 95119
Mailing Address

fdeguer@voicescharterschool.com
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY 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)	4
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	1
Teacher Librarian Services	0
Emergency Transitional Kindergarten (ETK)	2

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	7
Single Subject	0
Special Education	1
TOTAL	8

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

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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 for 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? 4

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

Riverside County Office of Education / Center of Teacher Innovation CTI

University of San Francisco

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

State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 601
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Email: credentials@ctc.ca.gov
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DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2025-2026

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 District CDS Code: 43 10439 0131748

Name of County: Santa Clara County Office of Education County CDS Code: 43 10439 0000000

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

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

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

Felipe Deguer		Special Projects and Credentialing Manager
Name	*Signature*	*Title*
	(408) 791-1609	
Fax Number	*Telephone Number*	*Date*

6840 Via del Oro. Ste. 205, San Jose, CA. 95119.
Mailing Address

fdeguer@voicescharterschool.com
EMail Address

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

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

Powered by BoardOnTrack

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

Submitted by Superintendent, Director, or Designee:

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

_____

Mailing 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)	0
Bilingual Authorization (applicant already holds teaching credential)	4
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	1
Teacher Librarian Services	0
Emergency Transitional Kindergarten (ETK)	1

LIMITED ASSIGNMENT PERMITS

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TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	5
Single Subject	0
Special Education	2
TOTAL	7

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
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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 for 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? 6

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

Riverside County Office of Education / Center of Teaching Innovation CTI.

University of San Francisco

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

Coversheet

Approve 24-25 Second Interim Financials for Voices FS, WCC, ST, MH, MP

Section: IV. Board Business
Item: A. Approve 24-25 Second Interim Financials for Voices FS, WCC, ST, MH, MP
Purpose: Vote
Submitted by:
Related Material: Voices - 2nd Interim Budget.pdf

Voices Flagship
Multi-year Projection
As of Jan FY2025

	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
SUMMARY			
Revenue			
LCFF Entitlement	3,995,477	4,856,568	5,096,504
Federal Revenue	343,372	334,774	356,148
Other State Revenues	1,793,139	1,441,058	1,571,206
Local Revenues	-	-	-
Fundraising and Grants	35,000	35,000	35,000
Total Revenue	**6,166,988**	**6,667,400**	**7,058,859**
Expenses			
Compensation and Benefits	4,105,136	3,872,393	3,972,843
Books and Supplies	668,322	437,860	442,238
Services and Other Operating Expenditures	1,818,340	2,018,014	2,216,477
Depreciation	182,023	181,683	181,343
Other Outflows & Amortization	63,265	63,898	64,537
Total Expenses	**6,837,087**	**6,573,848**	**6,877,438**
Net Income	**(670,098)**	**93,552**	**181,420**
Fund Balance			
Beginning Balance (Unaudited)	3,989,012	3,323,088	3,416,640
Audit Adjustment	4,175		
Beginning Balance (Audited)	3,993,187	3,323,088	3,416,640
Net Income	(670,098)	93,552	181,420
Ending Fund Balance	**3,323,088**	**3,416,640**	**3,598,060**

Voices Flagship

Multi-year Projection

As of Jan FY2025

	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Total Revenue Per ADA	21,477	20,367	21,202
Total Expenses Per ADA	23,811	20,081	20,657
Net Income Per ADA	(2,334)	286	545
Fund Balance as a % of Expenses	49%	52%	52%
Key Assumptions			
Enrollment Breakdown			
TK	22	36	36
K	29	52	44
1	27	30	36
2	45	28	30
3	26	44	28
4	36	28	44
5	35	36	28
6	40	36	36
7	24	40	36
8	33	22	40
Total Enrolled	**317**	**352**	**358**
ADA %			
K-3	89.4%	93.0%	93.0%
4-6	92.0%	93.0%	93.0%
7-8	90.8%	93.0%	93.0%
Average ADA %	**90.6%**	**93.0%**	**93.0%**
ADA			
K-3	133	177	162
4-6	102	93	100
7-8	52	58	71
Total ADA	**287**	**327**	**333**

Voices Flagship
Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
REVENUE				
LCFF Entitlement				
8011	Charter Schools General Purpose Entitlement - State Aid	2,485,806	3,120,687	3,308,779
8012	Education Protection Account Entitlement	532,353	621,668	654,521
8096	Charter Schools in Lieu of Property Taxes	977,318	1,114,212	1,133,205
	SUBTOTAL - LCFF Entitlement	**3,995,477**	**4,856,568**	**5,096,504**
Federal Revenue				
8181	Special Education - Entitlement	48,240	45,648	50,688
8182	Special Education Reimbursement	3,896	3,687	4,094
8220	Child Nutrition Programs	148,469	146,499	147,964
8291	Title I	100,725	98,600	109,650
8292	Title II	11,853	11,603	12,903
8293	Title III	20,189	18,738	20,849
8294	Title IV	10,000	10,000	10,000
	SUBTOTAL - Federal Revenue	**343,372**	**334,774**	**356,148**

Voices Flagship
Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Other State Revenue				
8381	Special Education - Entitlement (State	292,780	290,499	295,451
8382	Special Education Reimbursement (State	23,962	26,094	26,539
8520	Child Nutrition - State	112,003	110,517	111,622
8545	School Facilities Apportionments	127,145	129,709	132,326
8550	Mandated Cost Reimbursements	6,086	5,900	6,963
8560	State Lottery Revenue	81,874	93,343	94,934
8590	All Other State Revenue	595,958	240,000	240,000
8591	Prop 28 Arts & Music in Schools	53,734	53,222	59,129
8593	ELOP	499,598	491,773	604,243
	SUBTOTAL - Other State Revenue	**1,793,139**	**1,441,058**	**1,571,206**
Local Revenue				
	SUBTOTAL - Local Revenue	**-**	**-**	**-**
Fundraising and Grants				
8803	Fundraising	35,000	35,000	35,000
	SUBTOTAL - Fundraising and Grants	**35,000**	**35,000**	**35,000**
TOTAL REVENUE		**6,166,988**	**6,667,400**	**7,058,859**

Voices Flagship
Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
EXPENSES				
Compensation & Benefits				
Certificated Salaries				
1100	Teachers Salaries	1,187,346	1,326,918	1,379,995
1103	Substitute/Flex	122,477	62,400	64,896
1148	Teacher - Special Ed	385,839	180,918	188,155
1200	Certificated Pupil Support Salaries	177,559	220,920	229,757
1300	Certificated Supervisor & Administrator Salaries	135,310	137,497	142,997
	SUBTOTAL - Certificated Salaries	**2,008,531**	**1,928,654**	**2,005,800**
Classified Salaries				
2100	Assoc. Teacher	345,930	320,251	356,683
2105	Special Ed AT	557,877	417,340	381,787
2200	Classified Support Salaries	76,414	99,424	83,737
2300	Classified Supervisor & Administrator Salaries	226,259	209,920	218,317
2400	Office Support Staff	149,393	206,941	215,219
2928	Other Classified - Food	34,045	21,653	22,519
2930	Other Classified - Maintenance/grounds	51,222	34,478	35,857
	SUBTOTAL - Classified Salaries	**1,441,140**	**1,310,007**	**1,314,120**
Employee Benefits				
3100	STRS	235,333	252,335	262,429
3300	OASDI-Medicare-Alternative	187,509	165,848	168,788
3400	Health & Welfare Benefits	138,068	135,426	139,362
3500	Unemployment Insurance	22,108	19,530	19,162
3600	Workers Comp Insurance	38,847	36,471	37,386
3900	Other Employee Benefits	33,601	24,123	25,796
	SUBTOTAL - Employee Benefits	**655,466**	**633,733**	**652,923**

Voices Flagship
Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Books & Supplies				
4100	Approved Textbooks & Core Curricula Materials	230,500	30,000	30,300
4315	Custodial Supplies	5,000	5,050	5,101
4320	Educational Software	10,600	10,706	10,813
4325	Instructional Materials & Supplies	21,750	21,968	22,187
4330	Office Supplies	21,000	21,210	21,422
4350	Uniforms	20,000	20,200	20,402
4410	Classroom Furniture, Equipment & Supplies	10,000	10,100	10,201
4420	Tech Hardware & Supplies	49,000	21,210	21,422
4430	Non Classroom Related Furniture, Equipment & Supplies	5,500	5,555	5,611
4710	Student Food Services	260,472	257,016	259,586
4720	Other Food	34,500	34,845	35,193
	SUBTOTAL - Books and Supplies	**668,322**	**437,860**	**442,238**
Services & Other Operating Expenses				
5210	Conferences and Related Travel	12,000	10,000	10,100
5215	Local Travel (Mileage, Parking, Tolls)	700	707	714
5305	Dues & Membership - Professional	5,327	5,489	5,637
5450	Insurance - Other	53,629	54,166	54,707
5515	Janitorial, Gardening Services	10,000	10,100	10,201
5535	Utilities - All Utilities	61,818	62,436	63,061
5605	Equipment Leases	25,000	25,250	25,503
5615	Repairs and Maintenance - Building	48,000	20,200	20,402
5815	Consultants - Instructional	522,219	567,041	572,712
5820	Consultants - Non-Instructional	14,100	14,211	14,323
5824	Authorizer Oversight Fees	39,955	48,566	50,965
5830	Field Trips	33,000	33,330	33,663
5836	Fingerprinting	1,000	1,010	1,020
5848	Tech Licenses & Software	15,100	15,251	15,404
5851	Marketing and Student Recruiting	3,000	3,030	3,060
5858	CMO Fees Expense	429,239	729,564	913,102
5863	Professional Development	45,000	65,250	65,503
5864	Staff Appreciation	25,000	25,250	25,503
5869	Special Education Contract Instructors	154,936	166,585	168,251

Voices Flagship
Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
5872	Special Education Encroachment	23,871	23,530	24,230
5875	Staff Recruiting	2,500	2,525	2,550
5877	Student Activities	12,000	12,120	12,241
5878	Student Assessment	20,500	20,705	20,912
5881	Student Information System	6,900	6,969	7,039
5884	Substitutes	209,259	50,000	50,500
5887	Technology Services	10,308	10,411	10,515
5899	Contingency	29,878	30,177	30,479
5915	Postage and Delivery	4,100	4,141	4,182
	SUBTOTAL - Services & Other Operating Exp.	**1,818,340**	**2,018,014**	**2,216,477**
Depreciation Expense				
6900	Depreciation	182,023	181,683	181,343
	SUBTOTAL - Depreciation Expense	**182,023**	**181,683**	**181,343**
Other Outflows & Amortization				
7438	Long term debt - Interest	63,265	63,898	64,537
	SUBTOTAL - Other Outflows & Amortization	**63,265**	**63,898**	**64,537**
TOTAL EXPENSES		**6,837,087**	**6,573,848**	**6,877,438**

Voices Morgan Hill
Multi-year Projection
As of Jan FY2025

	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
SUMMARY			
Revenue			
LCFF Entitlement	3,933,066	4,408,641	4,696,543
Federal Revenue	353,539	360,489	366,310
Other State Revenues	2,174,488	1,972,507	2,106,010
Local Revenues	-	-	-
Fundraising and Grants	28,000	28,000	28,000
Total Revenue	**6,489,094**	**6,769,637**	**7,196,864**
Expenses			
Compensation and Benefits	3,148,998	3,511,216	3,759,102
Books and Supplies	632,138	580,306	586,109
Services and Other Operating Expenditures	2,706,601	3,047,091	3,143,329
Depreciation	24,525	25,628	25,101
Other Outflows & Amortization	-	-	-
Total Expenses	**6,512,263**	**7,164,241**	**7,513,641**
Net Income	**(23,169)**	**(394,604)**	**(316,777)**
Fund Balance			
Beginning Balance (Unaudited)	3,254,229	3,247,538	2,852,934
Audit Adjustment	16,478		
Beginning Balance (Audited)	3,270,707	3,247,538	2,852,934
Net Income	(23,169)	(394,604)	(316,777)
Ending Fund Balance	**3,247,538**	**2,852,934**	**2,536,157**
Total Revenue Per ADA	20,701	19,943	20,636
Total Expenses Per ADA	20,775	21,105	21,544
Net Income Per ADA	(74)	(1,162)	(908)
Fund Balance as a % of Expenses	50%	40%	34%

Voices Morgan Hill
Multi-year Projection
As of Jan FY2025

	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Key Assumptions			
Enrollment Breakdown			
TK	22	36	36
K	23	52	52
1	29	23	52
2	28	29	23
3	45	28	29
4	40	45	28
5	45	40	45
6	25	45	40
7	42	25	45
8	32	42	25
Total Enrolled	**331**	**365**	**375**
ADA %			
K-3	94.1%	93.0%	93.0%
4-6	94.3%	93.0%	93.0%
7-8	96.4%	93.0%	93.0%
Average ADA %	**94.7%**	**93.0%**	**93.0%**
ADA			
K-3	138	156	179
4-6	104	121	105
7-8	71	62	65
Total ADA	**313**	**339**	**349**

Voices Morgan Hill
Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
REVENUE				
LCFF Entitlement				
8011	Charter Schools General Purpose Entitlement - State Aid	1,895,216	2,201,897	2,429,340
8012	Education Protection Account Entitlement	62,694	67,890	69,750
8096	Charter Schools in Lieu of Property Taxes	1,975,156	2,138,854	2,197,453
	SUBTOTAL - LCFF Entitlement	**3,933,066**	**4,408,641**	**4,696,543**
Federal Revenue				
8181	Special Education - Entitlement	41,616	48,672	52,560
8182	Special Education Reimbursement	3,361	3,931	4,245
8220	Child Nutrition Programs	162,613	161,937	163,556
8291	Title I	101,837	101,837	101,837
8292	Title II	10,406	10,406	10,406
8293	Title III	23,706	23,706	23,706
8294	Title IV	10,000	10,000	10,000
	SUBTOTAL - Federal Revenue	**353,539**	**360,489**	**366,310**

Voices Morgan Hill
Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Other State Revenue				
8381	Special Education - Entitlement (State	278,048	301,092	309,341
8382	Special Education Reimbursement (State	26,197	27,058	27,799
8520	Child Nutrition - State	85,586	85,230	86,082
8545	School Facilities Apportionments	427,616	449,345	477,906
8550	Mandated Cost Reimbursements	5,271	6,441	7,220
8560	State Lottery Revenue	89,382	96,790	99,442
8590	All Other State Revenue	751,735	418,150	418,150
8591	Prop 28 Arts & Music in Schools	46,232	54,915	59,310
8593	ELOP	464,421	533,486	620,759
	SUBTOTAL - Other State Revenue	**2,174,488**	**1,972,507**	**2,106,010**
Local Revenue				
	SUBTOTAL - Local Revenue	**-**	**-**	**-**
Fundraising and Grants				
8803	Fundraising	28,000	28,000	28,000
	SUBTOTAL - Fundraising and Grants	**28,000**	**28,000**	**28,000**
TOTAL REVENUE		**6,489,094**	**6,769,637**	**7,196,864**

Voices Morgan Hill
Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
EXPENSES				
Compensation & Benefits				
Certificated Salaries				
1100	Teachers Salaries	1,219,838	1,219,107	1,341,825
1103	Substitute/Flex	32,479	62,400	64,896
1148	Teacher - Special Ed	82,746	167,821	174,533
1200	Certificated Pupil Support Salaries	94,045	210,845	219,279
1300	Certificated Supervisor & Administrator Salaries	134,322	135,881	141,316
	SUBTOTAL - Certificated Salaries	**1,563,430**	**1,796,054**	**1,941,851**
Classified Salaries				
2100	Assoc. Teacher	218,198	282,437	293,734
2105	Special Ed AT	234,024	251,643	261,708
2200	Classified Support Salaries	45,659	40,373	53,936
2300	Classified Supervisor & Administrator Salaries	211,822	210,449	218,867
2400	Office Support Staff	168,362	158,618	164,962
2928	Other Classified - Food	54,302	40,872	42,507
2930	Other Classified - Maintenance/grounds	42,466	48,298	50,230
	SUBTOTAL - Classified Salaries	**974,833**	**1,032,688**	**1,085,944**
Employee Benefits				
3100	STRS	249,404	291,866	317,666
3300	OASDI-Medicare-Alternative	113,219	121,657	128,509
3400	Health & Welfare Benefits	178,390	194,365	206,551
3500	Unemployment Insurance	16,928	17,296	18,033
3600	Workers Comp Insurance	28,584	31,855	34,096
3900	Other Employee Benefits	24,211	25,434	26,452
	SUBTOTAL - Employee Benefits	**610,735**	**682,474**	**731,308**

Voices Morgan Hill
Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Books & Supplies				
4100	Approved Textbooks & Core Curricula Materials	88,400	41,260	41,673
4315	Custodial Supplies	15,000	15,150	15,302
4320	Educational Software	40,880	41,289	41,702
4325	Instructional Materials & Supplies	39,250	39,643	40,039
4330	Office Supplies	17,322	17,495	17,670
4350	Uniforms	26,000	26,260	26,523
4410	Classroom Furniture, Equipment & Supplies	4,000	4,040	4,080
4420	Tech Hardware & Supplies	68,500	69,185	69,877
4430	Non Classroom Related Furniture, Equipment & Supplies	11,500	5,525	5,580
4710	Student Food Services	285,287	284,100	286,941
4720	Other Food	36,000	36,360	36,724
	SUBTOTAL - Books and Supplies	**632,138**	**580,306**	**586,109**
Services & Other Operating Expenses				
5210	Conferences and Related Travel	2,000	2,020	2,040
5215	Local Travel (Mileage, Parking, Tolls)	250	253	255
5305	Dues & Membership - Professional	5,015	5,585	5,795
5450	Insurance - Other	45,195	50,336	52,232
5515	Janitorial, Gardening Services	5,000	5,050	5,101
5535	Utilities - All Utilities	70,000	70,700	71,407
5605	Equipment Leases	15,000	15,150	15,302
5610	Rent	859,578	1,052,916	1,073,974
5615	Repairs and Maintenance - Building	5,000	10,000	10,100
5815	Consultants - Instructional	561,620	567,236	572,909
5820	Consultants - Non-Instructional	41,000	11,110	11,221
5824	Authorizer Oversight Fees	39,331	44,086	46,965
5830	Field Trips	28,000	28,280	28,563
5833	Taxes, Fines, and Penalties	1,250	1,263	1,275
5836	Fingerprinting	600	606	612
5848	Tech Licenses & Software	24,000	24,240	24,482
5851	Marketing and Student Recruiting	2,000	2,020	2,040
5858	CMO Fees Expense	452,277	741,580	931,952
5861	Prior Yr Exp (not accrued	1,564	-	-

Voices Morgan Hill

Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
5863	Professional Development	62,700	62,927	63,156
5864	Staff Appreciation	2,500	2,525	2,550
5869	Special Education Contract Instructors	254,200	205,242	75,385
5872	Special Education Encroachment	22,376	24,483	25,333
5875	Staff Recruiting	7,500	7,575	7,651
5877	Student Activities	8,500	8,585	8,671
5878	Student Assessment	20,500	20,705	20,912
5881	Student Information System	5,700	5,757	5,815
5884	Substitutes	132,845	50,500	51,005
5887	Technology Services	5,000	-	-
5899	Contingency	25,000	25,250	25,503
5915	Postage and Delivery	1,100	1,111	1,122
	SUBTOTAL - Services & Other Operating Exp.	**2,706,601**	**3,047,091**	**3,143,329**
Depreciation Expense				
6900	Depreciation	24,525	25,628	25,101
	SUBTOTAL - Depreciation Expense	**24,525**	**25,628**	**25,101**
Other Outflows & Amortization				
	SUBTOTAL - Other Outflows & Amortization	**-**	**-**	**-**
TOTAL EXPENSES		**6,512,263**	**7,164,241**	**7,513,641**

Voices Mt. Pleasant

Multi-year Projection
As of Jan FY2025

	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
SUMMARY			
Revenue			
LCFF Entitlement	3,029,430	3,795,032	4,390,755
Federal Revenue	306,677	303,196	310,255
Other State Revenues	1,675,554	1,625,315	1,829,131
Local Revenues	-	-	-
Fundraising and Grants	545,000	645,000	445,000
Total Revenue	**5,556,661**	**6,368,543**	**6,975,141**
Expenses			
Compensation and Benefits	2,450,450	3,048,294	3,366,295
Books and Supplies	552,236	519,834	525,033
Services and Other Operating Expenditures	2,774,218	2,761,182	3,000,199
Depreciation	4,606	4,011	3,714
Other Outflows & Amortization	-	-	-
Total Expenses	**5,781,510**	**6,333,321**	**6,895,241**
Net Income	**(224,848)**	**35,223**	**79,899**
Fund Balance			
Beginning Balance (Unaudited)	570,338	366,234	401,457
Audit Adjustment	20,745		
Beginning Balance (Audited)	591,083	366,234	401,457
Net Income	(224,848)	35,223	79,899
Ending Fund Balance	**366,234**	**401,457**	**481,356**
Total Revenue Per ADA	26,542	25,269	24,835
Total Expenses Per ADA	27,616	25,129	24,550
Net Income Per ADA	(1,074)	140	284
Fund Balance as a % of Expenses	6%	6%	7%

Voices Mt. Pleasant

Multi-year Projection

As of Jan FY2025

Key Assumptions	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Enrollment Breakdown			
TK	13	20	20
K	23	52	52
1	26	23	52
2	21	26	23
3	25	21	26
4	32	25	21
5	21	32	25
6	30	21	32
7	21	30	21
8	24	21	30
Total Enrolled	**236**	**271**	**302**
ADA %			
K-3	87.8%	93.0%	93.0%
4-6	90.4%	93.0%	93.0%
7-8	87.8%	93.0%	93.0%
Average ADA %	**88.7%**	**93.0%**	**93.0%**
ADA			
K-3	95	132	161
4-6	75	73	73
7-8	40	47	47
Total ADA	**209**	**252**	**281**

Voices Mt. Pleasant

Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
REVENUE				
LCFF Entitlement				
8011	Charter Schools General Purpose Entitlement - State Aid	2,096,267	2,671,626	3,138,841
8012	Education Protection Account Entitlement	41,870	50,406	56,172
8096	Charter Schools in Lieu of Property Taxes	891,293	1,073,000	1,195,742
	SUBTOTAL - LCFF Entitlement	**3,029,430**	**3,795,032**	**4,390,755**
Federal Revenue				
8181	Special Education - Entitlement	34,704	33,840	39,024
8182	Special Education Reimbursement	2,803	2,733	3,152
8220	Child Nutrition Programs	148,203	145,655	147,112
8291	Title I	82,971	82,971	82,971
8292	Title II	8,198	8,198	8,198
8293	Title III	19,798	19,798	19,798
8294	Title IV	10,000	10,000	10,000
	SUBTOTAL - Federal Revenue	**306,677**	**303,196**	**310,255**

Voices Mt. Pleasant

Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Other State Revenue				
8381	Special Education - Entitlement (State	223,870	223,551	249,123
8382	Special Education Reimbursement (State	17,463	20,089	22,387
8520	Child Nutrition - State	111,803	109,880	110,979
8545	School Facilities Apportionments	270,552	333,624	384,874
8550	Mandated Cost Reimbursements	4,127	4,302	5,361
8560	State Lottery Revenue	59,694	71,863	80,084
8590	All Other State Revenue	567,123	418,150	418,150
8591	Prop 28 Arts & Music in Schools	38,615	41,181	47,512
8593	ELOP	382,309	402,675	510,661
	SUBTOTAL - Other State Revenue	**1,675,554**	**1,625,315**	**1,829,131**
Local Revenue				
	SUBTOTAL - Local Revenue	**-**	**-**	**-**
Fundraising and Grants				
8803	Fundraising	545,000	645,000	445,000
	SUBTOTAL - Fundraising and Grants	**545,000**	**645,000**	**445,000**
TOTAL REVENUE		**5,556,661**	**6,368,543**	**6,975,141**

Voices Mt. Pleasant

Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
EXPENSES				
Compensation & Benefits				
Certificated Salaries				
1100	Teachers Salaries	765,685	920,889	1,034,278
1103	Substitute/Flex	32,445	52,000	54,080
1148	Teacher - Special Ed	174,739	184,145	266,771
1200	Certificated Pupil Support Salaries	159,303	203,997	212,157
1300	Certificated Supervisor & Administrator Salaries	125,589	129,920	135,117
	SUBTOTAL - Certificated Salaries	**1,257,761**	**1,490,951**	**1,702,402**
Classified Salaries				
2100	Assoc. Teacher	183,676	252,476	262,575
2105	Special Ed AT	152,605	294,378	306,153
2200	Classified Support Salaries	124,136	83,491	86,831
2300	Classified Supervisor & Administrator Salaries	115,773	201,236	209,285
2400	Office Support Staff	148,602	148,488	154,428
2928	Other Classified - Food	22,262	19,656	20,442
2930	Other Classified - Maintenance/grounds	15,709	34,944	36,342
	SUBTOTAL - Classified Salaries	**762,763**	**1,034,670**	**1,076,057**
Employee Benefits				
3100	STRS	170,306	216,720	254,385
3300	OASDI-Medicare-Alternative	99,287	122,861	129,977
3400	Health & Welfare Benefits	109,157	121,121	137,212
3500	Unemployment Insurance	17,084	15,806	16,542
3600	Workers Comp Insurance	22,753	28,441	31,288
3900	Other Employee Benefits	11,339	17,723	18,432
	SUBTOTAL - Employee Benefits	**429,926**	**522,672**	**587,836**

Voices Mt. Pleasant

Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Books & Supplies				
4100	Approved Textbooks & Core Curricula Materials	75,500	45,401	45,855
4315	Custodial Supplies	15,000	15,150	15,302
4320	Educational Software	9,480	9,575	9,671
4325	Instructional Materials & Supplies	26,750	27,018	27,288
4330	Office Supplies	22,000	22,220	22,442
4350	Uniforms	22,000	22,220	22,442
4410	Classroom Furniture, Equipment & Supplies	15,000	15,150	15,302
4420	Tech Hardware & Supplies	59,000	59,590	60,186
4430	Non Classroom Related Furniture, Equipment & Supplies	7,500	7,575	7,651
4710	Student Food Services	260,006	255,536	258,091
4720	Other Food	40,000	40,400	40,804
	SUBTOTAL - Books and Supplies	**552,236**	**519,834**	**525,033**
Services & Other Operating Expenses				
5210	Conferences and Related Travel	13,144	13,275	13,408
5215	Local Travel (Mileage, Parking, Tolls)	505	510	515
5305	Dues & Membership - Professional	3,751	4,350	4,896
5450	Insurance - Other	40,705	41,112	41,523
5515	Janitorial, Gardening Services	8,000	8,080	8,161
5535	Utilities - All Utilities	5,000	5,050	5,101
5605	Equipment Leases	21,500	21,715	21,932
5610	Rent	754,000	808,000	808,000
5615	Repairs and Maintenance - Building	190,000	190,700	191,407
5815	Consultants - Instructional	547,120	552,591	558,117
5820	Consultants - Non-Instructional	14,000	14,140	14,281
5824	Authorizer Oversight Fees	30,294	37,950	43,908
5830	Field Trips	45,000	45,450	45,905
5833	Taxes, Fines, and Penalties	3,457	3,492	3,527
5836	Fingerprinting	1,500	1,515	1,530
5839	Fundraising Expenses	4,800	4,848	4,896
5848	Tech Licenses & Software	18,500	18,685	18,872
5851	Marketing and Student Recruiting	3,000	3,030	3,060
5858	CMO Fees Expense	350,816	629,590	848,918

Voices Mt. Pleasant

Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
5863	Professional Development	69,500	69,795	70,093
5864	Staff Appreciation	5,500	5,555	5,611
5869	Special Education Contract Instructors	113,520	114,655	115,802
5872	Special Education Encroachment	18,100	18,017	20,170
5875	Staff Recruiting	7,500	7,575	7,651
5877	Student Activities	8,500	8,585	8,671
5878	Student Assessment	20,500	20,705	20,912
5881	Student Information System	7,000	7,070	7,141
5884	Substitutes	434,906	70,700	71,407
5887	Technology Services	7,000	7,070	7,141
5899	Contingency	25,000	25,250	25,503
5915	Postage and Delivery	2,100	2,121	2,142
	SUBTOTAL - Services & Other Operating Exp.	**2,774,218**	**2,761,182**	**3,000,199**
Depreciation Expense				
6900	Depreciation	4,606	4,011	3,714
	SUBTOTAL - Depreciation Expense	**4,606**	**4,011**	**3,714**
Other Outflows & Amortization				
	SUBTOTAL - Other Outflows & Amortization	**-**	**-**	**-**
TOTAL EXPENSES		**5,781,510**	**6,333,321**	**6,895,241**

Voices WCC

Multi-year Projection

As of Jan FY2025

	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
SUMMARY			
Revenue			
LCFF Entitlement	4,345,025	5,392,986	6,099,835
Federal Revenue	311,934	321,742	332,810
Other State Revenues	2,157,995	2,167,145	2,322,589
Local Revenues	92,340	109,350	119,880
Fundraising and Grants	40,000	40,000	40,000
Total Revenue	**6,947,294**	**8,031,223**	**8,915,114**
Expenses			
Compensation and Benefits	3,234,712	3,891,571	4,261,764
Books and Supplies	612,416	511,991	517,111
Services and Other Operating Expenditures	2,934,149	3,125,757	3,443,464
Depreciation	12,553	12,553	12,553
Other Outflows & Amortization	-	-	-
Total Expenses	**6,793,830**	**7,541,872**	**8,234,891**
Net Income	**153,463**	**489,351**	**680,222**
Fund Balance			
Beginning Balance (Unaudited)	2,362,576	2,447,010	2,936,361
Audit Adjustment	(69,030)		
Beginning Balance (Audited)	2,293,546	2,447,010	2,936,361
Net Income	153,463	489,351	680,222
Ending Fund Balance	**2,447,010**	**2,936,361**	**3,616,583**
Total Revenue Per ADA	22,140	21,323	21,590
Total Expenses Per ADA	21,651	20,024	19,943
Net Income Per ADA	489	1,299	1,647
Fund Balance as a % of Expenses	36%	39%	44%

Voices WCC

Multi-year Projection

As of Jan FY2025

	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Key Assumptions			
Enrollment Breakdown			
TK	19	36	36
K	40	52	52
1	43	40	52
2	46	43	40
3	57	46	43
4	40	57	46
5	39	40	57
6	39	39	40
7	13	39	39
8	6	13	39
Total Enrolled	**342**	**405**	**444**
ADA %			
K-3	90.5%	93.0%	93.0%
4-6	92.8%	93.0%	93.0%
7-8	98.6%	93.0%	93.0%
Average ADA %	**91.8%**	**93.0%**	**93.0%**
ADA			
K-3	186	202	207
4-6	110	126	133
7-8	19	48	73
Total ADA	**314**	**377**	**413**

Voices WCC
Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
REVENUE				
LCFF Entitlement				
8011	Charter Schools General Purpose Entitlement - State Aid	3,213,090	4,034,296	4,610,309
8012	Education Protection Account Entitlement	62,758	75,330	82,584
8096	Charter Schools in Lieu of Property Taxes	1,069,177	1,283,360	1,406,942
	SUBTOTAL - LCFF Entitlement	**4,345,025**	**5,392,986**	**6,099,835**
Federal Revenue				
8181	Special Education - Entitlement	41,616	49,392	58,320
8182	Special Education Reimbursement	3,361	3,989	4,710
8220	Child Nutrition Programs	140,422	141,826	143,245
8291	Title I	83,830	83,830	83,830
8292	Title II	10,432	10,432	10,432
8293	Title III	22,273	22,273	22,273
8294	Title IV	10,000	10,000	10,000
	SUBTOTAL - Federal Revenue	**311,934**	**321,742**	**332,810**

Voices WCC

Multi-year Projection

As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Other State Revenue				
8381	Special Education - Entitlement (State	278,332	334,089	366,260
8382	Special Education Reimbursement (State	25,921	30,023	32,914
8520	Child Nutrition - State	105,933	106,992	108,062
8545	School Facilities Apportionments	405,524	436,275	425,925
8550	Mandated Cost Reimbursements	5,151	6,448	8,012
8560	State Lottery Revenue	89,473	107,397	117,739
8590	All Other State Revenue	618,400	391,428	391,428
8591	Prop 28 Arts & Music in Schools	48,184	59,703	70,475
8593	ELOP	581,077	694,791	801,774
	SUBTOTAL - Other State Revenue	**2,157,995**	**2,167,145**	**2,322,589**
Local Revenue				
8699	All Other Local Revenue	92,340	109,350	119,880
	SUBTOTAL - Local Revenue	**92,340**	**109,350**	**119,880**
Fundraising and Grants				
8803	Fundraising	40,000	40,000	40,000
	SUBTOTAL - Fundraising and Grants	**40,000**	**40,000**	**40,000**
TOTAL REVENUE		**6,947,294**	**8,031,223**	**8,915,114**

Voices WCC
Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
EXPENSES				
Compensation & Benefits				
Certificated Salaries				
1100	Teachers Salaries	974,514	1,379,531	1,592,860
1103	Substitute/Flex	77,836	52,000	54,080
1148	Teacher - Special Ed	149,479	235,152	244,558
1200	Certificated Pupil Support Salaries	169,320	265,599	276,223
1300	Certificated Supervisor & Administrator Salaries	135,334	138,494	144,033
	SUBTOTAL - Certificated Salaries	**1,506,482**	**2,070,776**	**2,311,755**
Classified Salaries				
2100	Assoc. Teacher	469,072	319,765	356,177
2105	Special Ed AT	341,534	438,710	456,259
2200	Classified Support Salaries	64,447	53,783	55,935
2300	Classified Supervisor & Administrator Salaries	214,587	212,227	220,716
2400	Office Support Staff	121,427	178,661	185,808
2928	Other Classified - Food	18,927	39,042	40,603
2930	Other Classified - Maintenance/grounds	43,995	35,843	37,276
	SUBTOTAL - Classified Salaries	**1,273,990**	**1,278,030**	**1,352,774**
Employee Benefits				
3300	OASDI-Medicare-Alternative	212,706	256,184	280,336
3400	Health & Welfare Benefits	126,095	148,433	165,469
3500	Unemployment Insurance	19,852	21,230	22,334
3600	Workers Comp Insurance	31,311	37,711	41,266
3900	Other Employee Benefits	64,276	79,207	87,828
	SUBTOTAL - Employee Benefits	**454,240**	**542,764**	**597,235**

Voices WCC

Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Books & Supplies				
4100	Approved Textbooks & Core Curricula Materials	112,900	58,130	58,711
4315	Custodial Supplies	10,500	10,605	10,711
4320	Educational Software	2,141	2,163	2,184
4325	Instructional Materials & Supplies	19,750	19,948	20,147
4330	Office Supplies	18,400	18,584	18,770
4350	Uniforms	15,670	15,827	15,985
4410	Classroom Furniture, Equipment & Supplies	65,000	15,000	15,150
4420	Tech Hardware & Supplies	70,000	70,700	71,407
4430	Non Classroom Related Furniture, Equipment & Supplies	6,700	6,767	6,835
4710	Student Food Services	246,355	248,818	251,306
4720	Other Food	45,000	45,450	45,905
	SUBTOTAL - Books and Supplies	**612,416**	**511,991**	**517,111**
Services & Other Operating Expenses				
5210	Conferences and Related Travel	16,000	16,160	16,322
5215	Local Travel (Mileage, Parking, Tolls)	6,000	6,060	6,121
5305	Dues & Membership - Professional	15,581	16,701	17,471
5450	Insurance - Other	40,943	41,353	41,766
5515	Janitorial, Gardening Services	8,000	8,080	8,161
5535	Utilities - All Utilities	76,500	77,265	78,038
5605	Equipment Leases	21,000	21,210	21,422
5610	Rent	661,812	854,820	877,572
5615	Repairs and Maintenance - Building	100,000	40,000	40,400
5815	Consultants - Instructional	538,600	543,986	549,426
5820	Consultants - Non-Instructional	33,080	33,411	33,745
5824	Authorizer Oversight Fees	43,450	53,930	60,998
5830	Field Trips	55,000	55,550	56,106
5833	Taxes, Fines, and Penalties	1,070	1,081	1,092
5836	Fingerprinting	1,100	1,111	1,122
5848	Tech Licenses & Software	20,500	20,705	20,912
5851	Marketing and Student Recruiting	2,000	2,020	2,040
5858	CMO Fees Expense	477,047	867,006	1,138,180
5861	Prior Yr Exp (not accrued	11,130	-	-

Voices WCC

Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
5863	Professional Development	63,800	64,438	65,082
5864	Staff Appreciation	8,500	8,585	8,671
5869	Special Education Contract Instructors	181,200	183,012	184,842
5872	Special Education Encroachment	22,396	26,844	29,721
5875	Staff Recruiting	7,000	7,070	7,141
5877	Student Activities	15,000	15,150	15,302
5878	Student Assessment	20,500	20,705	20,912
5881	Student Information System	5,000	5,050	5,101
5884	Substitutes	398,320	50,000	50,500
5887	Technology Services	6,900	6,969	7,039
5899	Contingency	74,619	75,365	76,119
5915	Postage and Delivery	2,100	2,121	2,142
	SUBTOTAL - Services & Other Operating Exp.	**2,934,149**	**3,125,757**	**3,443,464**
Depreciation Expense				
6900	Depreciation	12,553	12,553	12,553
	SUBTOTAL - Depreciation Expense	**12,553**	**12,553**	**12,553**
Other Outflows & Amortization				
	SUBTOTAL - Other Outflows & Amortization	**-**	**-**	**-**
TOTAL EXPENSES		**6,793,830**	**7,541,872**	**8,234,891**

Voices Stockton

Multi-year Projection
As of Jan FY2025

	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
SUMMARY			
Revenue			
LCFF Entitlement	1,918,166	2,717,136	3,571,037
Federal Revenue	247,232	202,109	238,985
Other State Revenues	1,258,589	1,170,100	1,414,502
Local Revenues	4,000	4,000	4,000
Fundraising and Grants	23,000	23,000	23,000
Total Revenue	**3,450,987**	**4,116,345**	**5,251,524**
Expenses			
Compensation and Benefits	1,571,935	2,121,385	2,836,101
Books and Supplies	314,275	330,228	381,942
Services and Other Operating Expenditures	1,363,200	1,593,850	1,944,933
Depreciation	3,062	255	-
Other Outflows & Amortization	423	185	-
Total Expenses	**3,252,895**	**4,045,904**	**5,162,976**
Net Income	**198,092**	**70,442**	**88,547**
Fund Balance			
Beginning Balance (Unaudited)	324,656	525,607	596,049
Audit Adjustment	2,859		
Beginning Balance (Audited)	327,515	525,607	596,049
Net Income	198,092	70,442	88,547
Ending Fund Balance	**525,607**	**596,049**	**684,596**
Total Revenue Per ADA	27,130	23,174	23,238
Total Expenses Per ADA	25,573	22,777	22,846
Net Income Per ADA	1,557	397	392
Fund Balance as a % of Expenses	16%	15%	13%

Voices Stockton

Multi-year Projection

As of Jan FY2025

	Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Key Assumptions			
Enrollment Breakdown			
TK	22	20	20
K	26	52	52
1	18	26	52
2	16	18	26
3	24	16	18
4	23	24	16
5	12	23	24
6	-	12	23
7	-	-	12
8	-	-	-
Total Enrolled	**141**	**191**	**243**
ADA %			
K-3	90.2%	93.0%	93.0%
4-6	90.3%	93.0%	93.0%
7-8			93.0%
Average ADA %	**90.2%**	**93.0%**	**93.0%**
ADA			
K-3	96	123	156
4-6	32	55	59
7-8	-	-	11
Total ADA	**127**	**178**	**226**

Voices Stockton
Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
REVENUE				
LCFF Entitlement				
8011	Charter Schools General Purpose Entitlement - State Aid	1,644,677	2,335,219	3,085,142
8012	Education Protection Account Entitlement	25,440	35,526	45,198
8096	Charter Schools in Lieu of Property Taxes	248,049	346,391	440,696
	SUBTOTAL - LCFF Entitlement	**1,918,166**	**2,717,136**	**3,571,037**
Federal Revenue				
8181	Special Education - Entitlement	16,848	19,872	27,504
8182	Special Education Reimbursement	1,361	1,605	2,221
8220	Child Nutrition Programs	79,335	103,233	131,861
8291	Title I	54,560	54,560	54,560
8292	Title II	6,847	6,847	6,847
8293	Title III	5,992	5,992	5,992
8294	Title IV	10,000	10,000	10,000
8299	All Other Federal Revenue	72,288	-	-
	SUBTOTAL - Federal Revenue	**247,232**	**202,109**	**238,985**

Voices Stockton

Multi-year Projection

As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Other State Revenue				
8381	Special Education - Entitlement (State	112,826	157,558	200,453
8382	Special Education Reimbursement (State	10,532	14,159	18,014
8520	Child Nutrition - State	59,850	77,878	99,474
8545	School Facilities Apportionments	164,386	235,137	255,493
8550	Mandated Cost Reimbursements	2,066	2,614	3,778
8560	State Lottery Revenue	36,270	50,649	64,438
8590	All Other State Revenue	609,490	311,260	311,260
8591	Prop 28 Arts & Music in Schools	19,503	24,111	33,339
8593	ELOP	243,666	296,735	428,253
	SUBTOTAL - Other State Revenue	**1,258,589**	**1,170,100**	**1,414,502**
Local Revenue				
8660	Interest	4,000	4,000	4,000
	SUBTOTAL - Local Revenue	**4,000**	**4,000**	**4,000**
Fundraising and Grants				
8803	Fundraising	23,000	23,000	23,000
	SUBTOTAL - Fundraising and Grants	**23,000**	**23,000**	**23,000**
TOTAL REVENUE		**3,450,987**	**4,116,345**	**5,251,524**

Voices Stockton
Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
EXPENSES				
Compensation & Benefits				
Certificated Salaries				
1100	Teachers Salaries	459,367	699,849	882,088
1103	Substitute/Flex	134,073	83,200	86,528
1148	Teacher - Special Ed	56,095	101,077	183,099
1200	Certificated Pupil Support Salaries	(0)	131,433	279,101
1300	Certificated Supervisor & Administrator Salaries	156,945	137,498	142,998
	SUBTOTAL - Certificated Salaries	**806,479**	**1,153,057**	**1,573,815**
Classified Salaries				
2100	Assoc. Teacher	248,811	256,614	289,878
2105	Special Ed AT	4,188	79,560	117,238
2200	Classified Support Salaries	40,169	76,210	96,106
2300	Classified Supervisor & Administrator Salaries	96,102	96,625	100,490
2400	Office Support Staff	101,626	114,031	172,506
2928	Other Classified - Food	20,465	12,480	34,310
2930	Other Classified - Maintenance/grounds	25,949	19,490	20,269
	SUBTOTAL - Classified Salaries	**537,310**	**655,009**	**830,797**
Employee Benefits				
3300	OASDI-Medicare-Alternative	102,800	138,317	183,953
3400	Health & Welfare Benefits	72,833	101,191	148,080
3500	Unemployment Insurance	10,604	11,560	14,874
3600	Workers Comp Insurance	15,132	20,361	27,078
3900	Other Employee Benefits	26,777	41,890	57,504
	SUBTOTAL - Employee Benefits	**228,146**	**313,319**	**431,489**

Voices Stockton

Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
Books & Supplies				
4100	Approved Textbooks & Core Curricula Materials	47,000	19,746	19,943
4315	Custodial Supplies	5,000	5,050	5,101
4320	Educational Software	2,640	2,666	2,693
4325	Instructional Materials & Supplies	16,000	16,160	16,322
4330	Office Supplies	10,700	10,807	10,915
4350	Uniforms	15,000	15,150	15,302
4410	Classroom Furniture, Equipment & Supplies	20,000	20,200	20,402
4420	Tech Hardware & Supplies	32,500	32,825	33,153
4430	Non Classroom Related Furniture, Equipment & Supplies	11,250	11,363	11,476
4710	Student Food Services	139,185	181,111	231,334
4720	Other Food	15,000	15,150	15,302
	SUBTOTAL - Books and Supplies	**314,275**	**330,228**	**381,942**
Services & Other Operating Expenses				
5210	Conferences and Related Travel	4,500	4,545	4,590
5215	Local Travel (Mileage, Parking, Tolls)	18,000	18,180	18,362
5305	Dues & Membership - Professional	2,136	2,923	3,755
5450	Insurance - Other	20,411	27,926	35,884
5515	Janitorial, Gardening Services	3,000	3,030	3,060
5535	Utilities - All Utilities	30,060	30,361	30,664
5605	Equipment Leases	8,000	8,080	8,161
5610	Rent	363,780	381,969	401,067
5615	Repairs and Maintenance - Building	35,000	35,350	35,704
5815	Consultants - Instructional	262,500	325,200	403,293
5820	Consultants - Non-Instructional	71,260	16,160	16,322
5824	Authorizer Oversight Fees	19,182	27,171	35,710
5830	Field Trips	3,000	3,030	3,060
5833	Taxes, Fines, and Penalties	10,736	10,843	10,952
5836	Fingerprinting	1,100	1,111	1,122
5848	Tech Licenses & Software	9,000	9,090	9,181
5851	Marketing and Student Recruiting	3,000	3,030	3,060
5858	CMO Fees Expense	239,679	449,828	679,188
5861	Prior Yr Exp (not accrued	4,585	-	-

Voices Stockton
Multi-year Projection
As of Jan FY2025

		Year 1 2024-25	Year 2 2025-26	Year 3 2026-27
5863	Professional Development	67,840	58,418	59,003
5864	Staff Appreciation	5,000	5,050	5,101
5869	Special Education Contract Instructors	66,000	66,660	67,327
5872	Special Education Encroachment	9,077	12,420	15,957
5875	Staff Recruiting	1,500	1,515	1,530
5877	Student Activities	3,500	1,515	1,530
5878	Student Assessment	20,500	20,705	20,912
5881	Student Information System	2,900	2,929	2,958
5884	Substitutes	61,309	50,000	50,500
5887	Technology Services	4,800	4,848	4,896
5899	Contingency	11,245	11,357	11,471
5915	Postage and Delivery	600	606	612
	SUBTOTAL - Services & Other Operating Exp.	**1,363,200**	**1,593,850**	**1,944,933**
Depreciation Expense				
6900	Depreciation	3,062	255	-
	SUBTOTAL - Depreciation Expense	**3,062**	**255**	**-**
Other Outflows & Amortization				
7438	Long term debt - Interest	423	185	-
	SUBTOTAL - Other Outflows & Amortization	**423**	**185**	**-**
TOTAL EXPENSES		**3,252,895**	**4,045,904**	**5,162,976**

Coversheet

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

Section: IV. Board Business
Item: B. Review of Comparable Compensation Data for Charter School CEOs/Executive Directors/Heads of School
Purpose: FYI
Submitted by:
Related Material:
2025 Summary of Compensation and Survey Data for CEO_Officers_Site Administrators.pdf

Voices
College-Bound Language Academies

Summary of Compensation Survey Data for CEO/Chiefs/Principals

EdTec Report

March 2025

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 charter schools with data from 2023 and 2024.

CEO

- The average compensation package is approximately $357,891.
- The range of base salary is $280,318 to $327,047.

Chief Salaries (Most common positions)

- Academic Officer - $174,622
- Finance/Operations - $164,125
- The range of base salary is $132,451 to $216,300

Principals

- Salary - $136,102
- The range of base salary is $85,747 to $185,006

Factors

Salaries can range based on many factors such as

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

CEO

Salaries attained through publicly available data from prior years. Conservatively we have added 5% for each year to reach updated figures for the 2025-2026 school year.

- The average compensation package with inflation is approximately $409,169.91.
- The average base salary is $348,167.23

25-26 School Year

Making Waves Academy (Contra Costa)	2025-26 Projection	Notes
CEO		
Total Comp	**$ 383,450.55**	
Base Salary	$ 352,102.06	
Other Comp/Benefits	$ 31,348.49	
Saratoga Union Elementary (Santa Clara County)		
Superintendent		
Total Comp	**$ 411,498.64**	
Base Salary	$ 324,503.12	
Other Comp/Benefits	$ 86,995.52	
Morgan Hill Unified (Santa Clara County)		
Superintendent		
Total Comp	**$ 414,462.85**	
Base Salary	$ 343,038.38	
Other Comp/Benefits	$ 71,424.47	
Franklin Mckinley Elementary (Santa Clara County)		
Superintendent		
Total Comp	**$ 427,267.59**	
Base Salary	$ 322,784.27	
Other Comp/Benefits	$ 104,483.32	
KIPP Bay Area		
CEO		
Total Comp	$ -	
Base Salary	$ 367,977.73	
Other Comp/Benefits	$ -	Benefits info not listed in 990
Equitas Academy (Los Angeles)		
CEO		
Total Comp	$ -	
Base Salary	$ 378,597.78	
Other Comp/Benefits	$ -	Benefits info not listed in 990

*22-23 salaries with added 5% for each year to get to updated figures for the 2025-2026 school year.

Voices College-Bound Language Academies

Chiefs

Salaries attained through data from EdTec database. The data is from the the 2023-24 school year. We have added 5% for each year to reach updated figures for the 2025-2026 school year.

- The average inflation adjusted base salary is $185,770.

Position	FY 24 Salary	FY 26 Proj.
Academic	$174,622	$192,521
Finance/Ops	$164,125	$180,947
All Average	$168,499	$185,770

Principals

Salaries attained through data from EdTec database. The data is from the the 2023-24 school year. We have added 5% for each year to reach updated figures for the 2025-2026 school year.

- The average inflation adjusted base salary is $150,052.

n	Category	FY 24 Salary	FY 26 Proj.
60	Overall	$ 136,102	$ 150,052
38	Under 500	$ 133,769	$ 147,480
40	Bay Area/LA	$ 135,344	$ 149,217
27	Bay Area/LA <500	$ 134,800	$ 148,617

Coversheet

Approve the 2025-2026 Academic Calendars

Section: IV. Board Business
Item: C. Approve the 2025-2026 Academic Calendars
Purpose: Vote
Submitted by:
Related Material: Voices West Contra Costa 25-26 Academics Calendar DRAFT.pdf
Voices Flagship 25-26 Academics Calendar DRAFT.pdf
Voices Stockton 25-26 Academics Calendar DRAFT.pdf
Voices Mount Pleasant 25-26 Academics Calendar DRAFT.pdf
Voices Morgan Hill 25-26 Academics Calendar DRAFT.pdf

2025-26 Voices Academy West Contra Costa School Calendar/Calendario Escolar 2025-26

AUGUST (14)						
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SEPTEMBER (20)						
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OCTOBER (17)						
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NOVEMBER (14)						
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DECEMBER (10)						
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FEBRUARY (14)						
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MARCH (22)						
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MAY (19)						
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JUNE (12)						
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Holidays & Voices Network Events 2025-26

- Aug 12 — First Day of School (minimum day)
- Aug 13-15 — First Week of School/Minimum Days
- Oct 6 - 10 — October Break
- Nov 24 -28 — Thanksgiving Break
- Dec 15 - Jan 2 — Winter Break
- Apr 6-10 — Spring Break
- June 16 — Last Day of School (minimum day)
- # — Holidays/Days Off
- Wellness Day/Minimum Day
- # — Days Off
- Feb 16-20 — Feb Break
- Sept 30 - Oct 3 — Fall Conferences
- Minimum Days
- # — Teacher Work Days NO SCHOOL
- Jan 20-23 — Winter Conferences

2025-26 Voices Academy Franklin-McKinley School Calendar/Calendario Escolar 2025-26

AUGUST (14)						
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OCTOBER (17)						
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JUNE (12)						
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Holidays & Voices Network Events 2025-26

- Aug 12 — First Day of School (minimum day)
- Aug 13-15 — First Week of School/Minimum Days
- Oct 6 - 10 — October Break
- Nov 24 -28 — Thanksgiving Break
- Dec 15 - Jan 2 — Winter Break
- Apr 6-10 — Spring Break
- June 16 — Last Day of School (minimum day)
- # — Holidays/Days Off
- Wellness Day/Minimum Day
- # — Days Off
- Feb 16-20 — Feb Break
- Sept 30 - Oct 3 — Fall Conferences
- Minimum Days
- # — Teacher Work Days NO SCHOOL
- Jan 20-23 — Winter Conferences

2025-26 Voices Academy at Stockton
School Calendar/Calendario Escolar 2025-26

AUGUST (14)						
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APRIL (varies)						
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JUNE (12)						
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Holidays & Voices Network Events 2025-26

- Aug 12 — First Day of School (minimum day)
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- Oct 6 - 10 — October Break
- Nov 24 -28 — Thanksgiving Break
- Dec 15 - Jan 2 — Winter Break
- Mar 16 - 20 — Spring Break STK
- June 16 — Last Day of School (minimum day)
- # — Holidays/Days Off
- Wellness Days/Minimum Days
- # — Days Off
- Feb 16-20 — Feb Break
- Sept 30 - Oct 3 — Fall Conferences
- Minimum Days
- # — Teacher Work Days NO SCHOOL
- Jan 20 - 23 — Winter Conferences

2025-26 Voices Academy Mount Pleasant
School Calendar/Calendario Escolar 2025-26

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OCTOBER (17)						
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DECEMBER (10)						
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JANUARY (16)						
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FEBRUARY (14)						
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APRIL (17)						
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MAY (19)						
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JUNE (12)						
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Holidays & Voices Network Events 2025-26

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- Jan 20-23 — Winter Conferences

2025-26 Voices Morgan Hill School Calendar/Calendario Escolar 2025-26

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SEPTEMBER (20)						
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OCTOBER (17)						
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DECEMBER (10)						
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JANUARY (16)						
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FEBRUARY (14)						
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MARCH (20)						
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APRIL (19)						
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MAY (19)						
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JUNE (12)						
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Holidays & Voices Network Events 2025-26

- Aug 12 — First Day of School (minimum day)
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- Dec 15 - Jan 2 — Winter Break
- Mar 30 - Apr 3 — Spring Break
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- # — Days Off
- Feb 16-20 — Feb Break
- Sept 30 - Oct 3 — Fall Conferences
- Minimum Days
- # — Teacher Work Days NO SCHOOL
- Jan 01 - 23 — Winter Conferences

Coversheet

Approve 2025-2026 Instructional Minutes for Voices Flagship, Morgan Hill, Mount Pleasant, Stockton and West Contra Costa

Section: IV. Board Business
Item: D. Approve 2025-2026 Instructional Minutes for Voices Flagship, Morgan Hill, Mount Pleasant, Stockton and West Contra Costa
Purpose: Vote
Submitted by:
Related Material: Instructional Minutes_2025-26_DRAFT - 25-26.pdf

Instructional Time Verification Calculations

Voices College-Bound Language Academies Schools

2025-26

	TK	Kinder	1st	2 to 3	4 to 5	6 to 8
Regular Days: Total Daily Minutes						
Daily Start	8:00 AM	8:00 AM	8:00 AM	8:00 AM	8:00 AM	8:00 AM
Daily End	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM	4:00 PM
Subtotal Minutes	480	480	480	480	480	480
Non-Instructional Minutes						
Quiet Time/Regulation Time	60	0	0	0	0	0
Recess	30	30	30	30	30	30
Lunch	30	30	30	30	30	30
Enrichment	60	60	60	60	60	60
Subtotal Non-Instructional Minutes	180	120	120	120	120	120
Subtotal Minutes Per Regular Day	300	360	360	360	360	360
Regular Days Per Year	154	154	154	154	154	154
Subtotal Annual Minutes on Regular Days	46,200	55,440	55,440	55,440	55,440	55,440

	TK	Kinder	1st	2 to 3	4 to 5	6 to 8
Minimum Days: Total Daily Minutes						
Daily Start Time	8:00 AM	8:00 AM	8:00 AM	8:00 AM	8:00 AM	8:00 AM
Daily End Time	12:30 PM	12:30 PM	12:30 PM	12:30 PM	12:30 PM	12:30 PM
Subtotal Minutes	270	270	270	270	270	270
Non-Instructional Minutes						
Quiet Time/Regulation Time	15	0	0	0	0	0
Recess	15	15	15	15	15	15
Lunch	30	30	30	30	30	30
Subtotal Non-Instructional Minutes	60	45	45	45	45	45
Total Minutes Per Minimum Day	210	225	225	225	225	225
Minimum Days Per Year	21	21	21	21	21	21
Subtotal Annual Minutes on Minimum Days	4,410	4,725	4,725	4,725	4,725	4,725

2025-26

	TK	Kinder	1st	2 to 3	4 to 5	6 to 8
Total Annual Instructional Minutes	50,610	60,165	60,165	60,165	60,165	60,165
Required Minutes	36,000	36,000	50,400	50,400	54,000	54,000
Amount Above/(Below) Minimum	14,610	24,165	9,765	9,765	6,165	6,165
Days Above Minimum	30.4375	50.34375	20.34375	20.34375	12.84375	12.84375

updated 2.19.2025

Coversheet

Committee Updates

Section: IV. Board Business
Item: E. Committee Updates
Purpose: FYI
Submitted by:
Related Material: Voices Academic Working Group Data Meeting.pdf

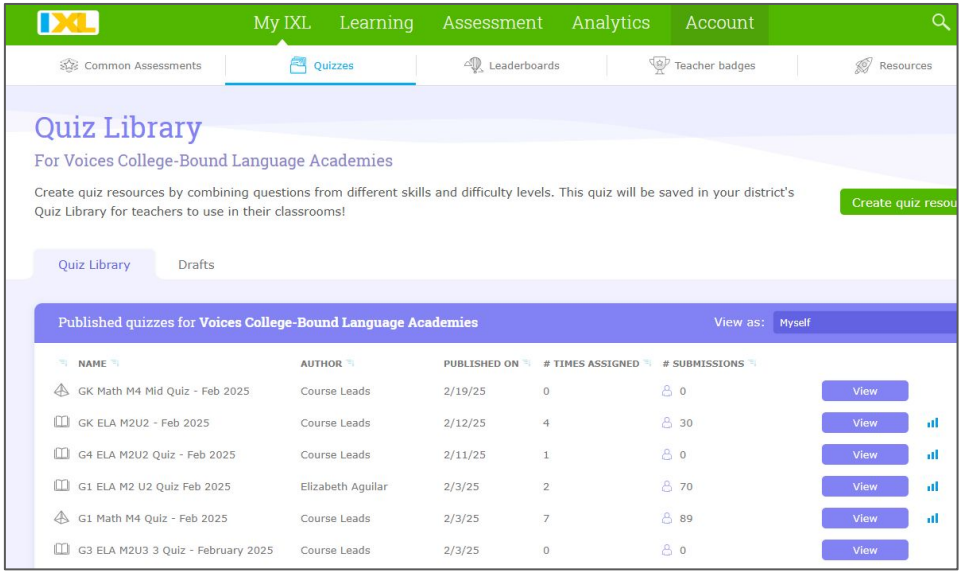
Voices Academic Working Group Data Meeting

February 2025

Voices College-Bound Language Academies

IXL Quizzes

- Common formative assessments
- End of module/unit quizzes
  - 6-10 per year
- Course Lead created
- Standards-based
- On network calendar for teachers & leaders



IXL Quiz Results: Jan/Feb

Pacing Findings:

- On average, one-two units behind in pacing.
- Voices WCC needs support with pacing.
- VMS Math is furthest behind in pacing.

Bright Spots:

- Kindergarten and 3rd grade classrooms at Morgan Hill at 80% in Feb.
- More classrooms in on time with data.
- 3rd grade teachers show improvement since September.

* Indicates course lead

Math IXL Module Quizzes

Math Grade 3	Module 1 Due: 09.27.2024	Module 2 Due: 10.30.2024	N/A	Module 3 Due: 12.09.2024	Module 4 Due: 01.30.2025	N/A	Module 5 Due: ?
	OA1, OA2	NBT1, NBT2, MD1, MD2		OA3, OA4, OA5	MD5, MD 6, MD 7		NF 1, NF2, NF3
Flagship -		50%					
Date Administered:							
Flagship -							
Date Administered:							
Mount Pleasant - Saldana	57%	42%		76%			
Date Administered:	Oct 7	Feb 4		Feb 11			
Morgan Hill - Guevara*	73%	45%		78%	81%		
Date Administered:	Oct 23	Nov 22		Jan 10	Jan 29		
Pace:						Module 5 Lesson 14	
Morgan Hill - Martinez	57%			53%	72%		
Date Administered:	Oct 28			Jan 22	Jan 28		
Pace:						Module 5 Lesson 14	
Stockton - Murillo				57.14%	N/A		
Date Administered:				Dec 09			
WCC - Godinez/Gators	61%	32%			66%		
Date Administered:	Nov 08	Nov 06			Jan 29		
WCC - Medina/Tigers		32%			66%		
Date Administered:		Nov 19			Jan 29		

Network tracker reviewed weekly by academic team Z

IXL Quiz Results - Jan/Feb

Action Steps:

- Principals review pacing weekly with Director of Schools ✅
- At December ROCI, asked school leaders to recreate pacing calendars with teachers through end of the year. ✅
- Created new fundamentals of instruction (FOI) with school leaders for Tier 1 lesson structure. ✅
- School leaders using FOI in walkthroughs and teacher training. ✅

IXL Quiz Results - Next Steps

Action

- ❏ Academic team to observe 3 to 4 pm PLC block.
  - ❏ Observe for skill level of school leaders.
  - ❏ Develop training plans for 24-25 and 25-26.
- ❏ We hope to return to using data meetings as a coaching tool if unit pacing and lesson pacing settle down
- ❏ Dig into one IXL quiz for one grade at our next ATZ data meeting.
  - ❏ Continue to support WCC.

STAR Early Literacy

Context:

- Only required in native language this year
  - Second language recommended
- Early Literacy required for K-1
  - Recommended to TK team
- Recommendations vs requirements come from request from school sites to review how often we give assessments

Context Note

We launched a new curriculum in Spanish.

We moved to structured literacy from balanced literacy.

STAR Early Literacy

Context:

- Provides a percentile, normed across national results
- Provides a GE or grade-level equivalent
- Compares to GP or grade-placement at time of test
- Provides a scaled score to be able to track across grades and to STAR Spanish Reading

- **Phonological awareness**: The ability to recognize sounds and blend them into words
- **Phonics**: The ability to match sounds to letters
- **Vocabulary**: The ability to recognize and use words
- **Comprehension**: The ability to understand sentences and paragraphs
- **Print concepts**: The ability to recognize letters, words, and print features

1st grade Spanish results

Grade

1

Class/Group	# of Students	Rank	GP	SS	GE	PR
First Grade - Maldonado - 1(A)	24	6	1.52	748	1.0	24
First Grade - Rodriguez - 1(A)	21	2	1.49	788	1.8	46
First Grade - Pozo - 1(A)	22	4	1.47	769	1.4	36
First Grade - Martinez Almanza - 1(A)	30	3	1.47	772	1.5	40
First Grade - Antonio - 1(A)	24	5	1.16	720	0.6	26
First Grade - Fuerte - 1(A)	16	1	1.15	772	1.6	55
Mean			**1.41**	**761**	**1.3**	**35**

STAR Early Literacy

Findings

Most Ss performing at or near grade-level in Kinder Spanish.

Most Ss performing below grade level in Kinder English.

50% of students in 1st grade at grade level in Spanish.

1 of 6 teachers has class at grade level in 1st grade English.

Wonderings

How much do our teachers know about in-class interventions around literacy?

Do all schools use their intervention time to support small group literacy?

Our new SLA curriculum is largely targeting whole-group instruction. How do we carve out more time for 1-1/small group literacy and reading?

STAR Early Literacy

Action Steps

- Bring this data to the academic team meeting
  - Dig into which skills teachers are making an impact on and which ones to strengthen
  - Develop literacy supports for 24/25 or integrate actions into 25/26 plan
- Check in with principals and coaches around response/plan to data
  - Confirm who had data meeting
  - Confirm if any teachers did not give assessment
- Attend Standards Institute in March 2025 with academic team and school leader
  - Focus on CORE Literacy
- Use this data along with teacher feedback on small group reading to inform literacy instruction

Coversheet

Voices Safety Plan Update

Section: IV. Board Business
Item: F. Voices Safety Plan Update
Purpose: Discuss
Submitted by:
Related Material: Voices_Safety_Plan_2024-2025-10_29_24.pdf

Voices
College-Bound Language Academies

All School Safety Plan

2024-2025

Board approved_DATE

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Introduction

Statement of Purpose

Voices College-Bound Language Academies (Voices) is committed to the safety and security of students, faculty, staff, and visitors on its campus. In order to support that commitment, Voices has thoroughly reviewed and updated the school's emergency mitigation/prevention, preparedness, response, and recovery procedures relevant to natural and human-caused disasters. The school safety plan may be evaluated and amended, as needed, but shall be evaluated at least once a year, to ensure that the comprehensive school safety plan is properly implemented.

This plan includes specific courses of action to be taken in case an emergency situation develops. Every employee of Voices is expected to be familiar with this plan in order to carry out his/her/their responsibilities in an emergency.

The major objective of emergency preparedness is to save lives and protect property in the event of a disaster.

Voices Safe School Vision

1. Voices will provide a safe, orderly, and secure environment conducive to learning in which students will be safe from both physical and social-psychological harm.
2. Voices will develop a plan to work cooperatively and collaboratively with parents/guardians, students, teachers, administrators, counselors, and community agencies, including law enforcement, to provide a safe and orderly school and neighborhood.
3. Voices will create a learning and working environment where parents/guardians can be confident that their students are safe and secure.
4. Voices will identify clear procedures for emergencies.
5. Voices is aware of very few conditions on campus that could potentially cause accidental injury to students or staff and the school staff is working hard on preventing accidental injury to all those present on campus (students, staff, parents/guardians, etc.).

Physical Environment

Maintenance of School Buildings/Classrooms

Each Voices school's physical facility is well maintained and generally looks neat and clean. Voices school personnel periodically examine the school's physical facility and help eliminate obstacles to school safety. See Appendix A for a Monthly School Site Safety Checklist. Additionally, health and fire department inspectors contribute to school safety.

Voices classrooms are monitored for safety compliance by the administration and individual classroom teachers. See Appendix B for a Classroom Safety Checklist. Teachers and administrators can report facility maintenance issues to the school's Business Manager or Principal who are responsible for resolving all general as well as urgent maintenance issues.

During the school day, staff members and administrators shall provide campus supervision. Identified problem areas receive increased supervision to reduce discipline, crime, or other school safety concerns.

Campus Disturbances and Crimes

Voices recognizes that campus disturbances and crimes may be committed by visitors and outsiders to the campus. Several steps have been taken to protect the school, staff, and students from safety threats by individuals visiting the campus area. In addition, disputes sometimes occur because of parental custody issues. Voices staff will maintain in the student's record any custody documentation provided by families and will request assistance from local law enforcement, if/as needed.

Registration of Visitors/Guests Policy

Posting of Notice

At each entrance to Voices school grounds, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located and what route to take to that office, and setting forth the penalties for violation of this policy. Volunteer, Visitation, and Removal Policy see Appendix N.

Parent Involvement Policy

Parents/guardians have the opportunity and are encouraged to participate at Voices in a variety of ways. Any regular volunteer, as determined by the principal, that works with students must meet the requirements as listed in the Volunteer Handbook (available at the front office). See the Parent Involvement Policy.

General Safety Procedures

Introduction

Safe schools are orderly and purposeful places where students and staff are free to learn and teach without the threat of physical and psychological harm. Voices promotes educationally and psychologically healthy environments for all students. Voices recognizes there are comprehensive, broad factors directly related to a safe school environment such as the school facility, school programs, staff, parents and the community. Voices further recognizes that safe school practices make major contributions to academic and school improvement efforts.

Although keeping children safe requires a community-wide effort, schools are an important piece of the undertaking to keep children safe. Voices efforts are illustrated below which broaden the safety planning and incorporate an expansive range of strategies and programs in the school safety plan.

Prevention and Intervention: Pupil Aggressive Behavior

Creating a safe school requires having in place many preventive measures for children's mental and emotional challenges. Schools can reduce the risk of violence by teaching children appropriate strategies for dealing with feelings and expressing anger in appropriate ways and resolving conflicts.

Staff members at Voices have received training in conflict resolution skills via Safeschools. Voices uses a comprehensive approach to school violence prevention. These measures include: (a) number of disciplinary referrals to the office, (b) observed aggressive behavior, and (c) teacher observation.

Discipline Policy

Effective and safe schools develop and consistently enforce school-wide rules that are clear, broad-based and fair. School safety is enhanced by the development of a school-wide disciplinary policy that includes a code of conduct, specific rules and consequences that can accommodate student differences on a case-by-case basis when necessary. Discipline consequences should be commensurate with the offense, should be written, applied in a nondiscriminatory manner, and accommodate cultural diversity.

Voices uses both classroom and school-wide discipline codes that clearly communicate the behavioral expectations and consequences for students. Voices has developed plans to promote positive behaviors in the playground, cafeteria, and assembly areas.

See the " Suspension and Expulsion Policy" policy in the Family Handbook.

Notice of Disciplinary History

The appropriate school districts shall provide to the administration of Voices schools information on each pupil who has: (1) during the previous three school years, engaged in any suspendable or expellable act (except *E.C. 48900 (h)*) or *(2)* committed a crime reported to the District by a family member, local law enforcement, Probation Department or social services. In the event of a suspension, the Notice of Suspension is copied to the student's cumulative file. Each year, teachers review the cumulative file of their incoming students, thus ensuring that they will be aware of suspensions within the last three years. Additionally, the principal reviews all incoming cumulative files. All employees viewing this information must keep it confidential and may not disseminate it to any other person.

Gang Affiliation

Gang affiliation and gang activity will not be tolerated at Voices. The staff at Voices shall work closely with the local law enforcement / Gang Unit (**Gang Hotline 408-293-GANG (4264), Youth Against Violence Hotline 1 800 680-4264 or 911**) regarding all issues and matters that are gang related. Information from the school and the community shall be communicated to the student's parents, if the pupil begins to make gang affiliations. Appropriate prevention and intervention strategies and programs shall be offered to the families.

Gangs and Graffiti

Students are expected to respect their school and will be required to clean up any graffiti immediately. Any gang affiliated/racist graffiti will be reported to the San Jose Police, Morgan Hill Police, Stockton Police or Richmond Police Department. Refer to Dress Code Policy, Appendix O.

Drug, Alcohol, and Tobacco Free

Voices recognizes the need for a Drug free, Alcohol free and Tobacco free environment. Smoking is prohibited in all Voices buildings, facilities, and vehicles. Voices supports abstinence from alcohol, tobacco, and other drugs for all students in order that their development can reach full intellectual, emotional, social and physical potential. Students who use, possess, and/or sell controlled substances are subject to disciplinary action, up to and including a recommendation for expulsion. For further information see the Suspension and Expulsion Policy.

Campus Violence Safety Procedures

Reporting of Dangerous, Violent, or Unlawful Activities

Voices takes its role in providing a safe and trusted learning environment very seriously. If any student, family member, or member of Voices' extended community learns of any dangerous, violent, or unlawful activity that they believe has occurred, is occurring, or may occur at the school

or at or near any school-sponsored or school-related event or location, they are strongly encouraged to report that activity—anonymously if necessary—to the Principal.

A report can be sent by a legible written note, by email, or by telephone to the following: 6840 Via del Oro Suite 205 San Jose,CA 95119, info@voicescharterschool.com, 408-791-1609. Reports should include place, time, the general nature of the activity being reported, whether any life-threatening activity or weapons are involved, and any other important details. Any report of activity that imminently threatens or involves an imminent potential loss of life should first be made to 9-1-1, immediately.

Voices shall promptly review every report received as soon as possible, shall make a record of every report received, and shall make a reasonable inquiry into each, as necessary, to ensure to the greatest reasonable extent that no dangerous, violent, or unlawful act occurs at any school-related or school-sponsored event, or on school-provided transportation to any such event. The investigatory response taken by the school and actions taken will be logged as well.

School staff should follow these guidelines <u>when a fight occurs</u>:

1. Send a reliable student to the office to summon assistance.
2. Speak loudly and let everyone know that the behavior should stop immediately.
3. **Do not intervene or try to break up the fight if the students are in 5th grade or above.**
4. Obtain help from other teachers if at all possible.
5. If students are starting to gather, attempt to get students away from the commotion as quickly as possible.
6. Call out the names of the involved students and let them know they have been identified.
7. For the safety of all students, get additional help from law enforcement personnel if confronted with a serious fight, especially one that involves weapons.
8. Attempt to separate the involved students by speaking to them in an assertive tone of voice. Consider the age and/or size of the students, as well as personal safety, before stepping between/among those involved in an altercation. If successful in separating the students, try to avoid using further confrontational behavior.
9. Remember that no one can "cool down" instantly; give the students time to talk in a calm setting and gradually change the climate of the situation.

School Staff should follow these guidelines <u>when a riot occurs</u>:

1. The School principal, or his/her designee, should encourage teachers and staff to be sensitive to the emotional climate of the campus and attempt to defuse any tensions prior to the eruption of problems.
2. Notify local law enforcement of the disturbance and meet at a pre-designated site to evaluate the situation.
3. Activate needed emergency plans, which may include:

a. Instructing office staff to handle communications and initiate lockdown orders.
b. Informing Team Z.
c. Notify transportation to bring appropriate numbers of buses for evacuation or transportation if necessary.
d. Assign staff a temporary detention facility, such as a gymnasium, to secure students and log information.
e. Direct a teacher or designee to initiate lockdown and immobilize the campus.
f. Team Z will brief a representative to meet the media.
g. Assign staff to a pre-designated medical treatment/triage facility.

Assaults

Assaults involve acts of striking or inflicting injury to a person and are regarded as serious matters. Any threat or assault on students or employees should be reported immediately to the School principal, or his/her designee. The school principal (or designee) will determine if law enforcement officials should be notified. If a serious assault occurs, the school principal (or designee) shall:

1. Dial 911.
2. Seek first aid or medical attention, if indicated.
3. Have photographs taken of any injuries.
4. Write down a physical description of the assailant:
   - (sex, age, height, weight, race, clothing, and any weapon used) as soon as possible after the incident.
5. Obtain names and telephone numbers of any witnesses.
6. Draft incident report and submit it to the principal, or his/her designee and Team Z . See Appendix C for Student/Employee Minor Incident/Accident Report.
7. Submit an incident report to the local law enforcement, if serious bodily injury has occurred. See Appendix C for Student/Employee Minor Incident/Accident Report.

Civil Disturbance

A civil disturbance is any situation where a person or group of persons disrupts operations or threatens the safety of individuals. In the event of a civil disturbance, the following precautionary

measures should be taken:

1. Notify local law enforcement authorities and-Dial 911.
2. If participants enter the building, remain calm and do not provoke aggression. Report disruptive circumstances to the school principal, or his/her designee and Team Z.
3. Do not argue with the participant(s).
4. Have all students and employees leave the immediate area of disturbance.
5. If the disturbance is outside the building, remain inside the building, unless instructed otherwise by the principal or police officials. Lock all doors. Stay away from windows and exterior doors.
6. If the disturbance is inside the building, follow procedures for evacuation of the school site.
7. Follow further instructions as police officials and other local law enforcement authorities issue them.
8. Draft incident report for the school principal, or his/her designee. See Appendix C for Student/Employee Minor Incident/Accident Report.

School Philosophy

Voices College-Bound Language Academies recognizes the need for students of the School to dress appropriately for school. The School believes that students should focus their energy and attention upon their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students in uniform are easily recognized by all school staff. See Student Dress Code Policy, Appendix O.

General Guidelines

Students will be required to wear a school uniform. See Family Handbook. The code shall allow students to wear sun protective clothing, including hats. Inappropriate apparel and accessories includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment. Please refer to Appendix O.

Mental Health Programs

The staff of Voices shall identify students in need of counseling and bring forth the student and the family to the Dean of Culture in order to be connected to appropriate support and/or services internally, including referral to the Student Success Team and/or external resources. The staff of Voices shall complete a referral using the Crisis Intervention Protocol in order for the Crisis Team to

complete a selfharm/harm to others/suicide risk assessment as detailed below in the Suicide section in cases where a student directly or indirectly exhibits specific behavior.

Voices will notify parents or guardians of a pupil at least two times during the school year on how to access mental health services at school or within the community. AB 2022 (Chapter 484/2018)—Pupil Mental Health Services: School Notification.

Suicide

Suicide prevention training for instructional staff and administrators will be provided and be designed to help staff identify and refer students at risk of suicide. The training may be offered under the discretion of the Principal and/or Board of Directors and/or in cooperation with one or more community mental health agencies. See Suicide Prevention Policy.

Attempted Suicide / Suicide Threat

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, he/she shall promptly follow instructions on the Crisis Intervention Protocol and complete needed sections on the risk assessment form and notify the office of a Code Orange situation. A Member of the School-site Crisis Team will pick up the risk assessment form and the student to initiate the full assessment. The Principal or other Crisis Team member shall then complete the assessment to determine the risk level. Once the risk level is determined, if high risk - mobile crisis support is initiated and the student's parent/guardian is notified and asked to come to the school site to discuss the assessment and sign a parent /guardian notification recommending connecting with a qualified mental health professional for assistance.. If the risk is assessed as low to medium, the parent/guardian is notified and asked to sign a parent/guardian notification letter and a support plan is discussed.

When a suicide attempt or threat is reported, the Principal or other member of the Crisis Team shall, at a minimum:

1. Ensure the student's physical safety by one of the following, as appropriate:
    a. Securing immediate medical treatment if a suicide attempt has occurred;
    b. Securing law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
    c. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
2. Designate specific individuals to be promptly contacted, for example the Voices counselor, psychologist, nurse, Principal, and/or the student's parent/guardian, and, as necessary, local law enforcement or mental health agencies.
3. Document the incident in writing as soon as feasible.

4. Follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at Voices.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted on the Voices campus, the Principal or designee shall follow the crisis intervention procedures contained in Voices safety plan. After consultation with the Principal or designee and the student's parent/guardian about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Principal or designee may provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. Voices staff may receive assistance from Voices counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Students shall be encouraged through the education program and in Voices activities to notify a teacher, Principal, another Voices administrator, psychologist, Voices counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

- **ALWAYS TAKE THREATS OF SUICIDE SERIOUSLY**
- CALL 911 for medical assistance.
- Do not leave suicidal person unattended. Send a runner to inform your immediate supervisor or other responsible person, principal/designee.
- The principal/designee will:
  - Contact the parent/guardian, apprise them of the situation and make recommendations. Put all recommendations in writing to the parent/guardian.
- If the student is known to be currently in counseling, the principal/designee will attempt to inform their treatment provider of what occurred and the actions taken.
- If the parent refuses to cooperate, and there is any doubt regarding the child's safety, the school employee who directly witnessed the threat will pursue a 302 involuntary mental health assessment by calling **Santa Clara County Emergency Services at 408-299-2501** or **Contra Costa County Emergency Services at 925-646-4461 or San Joaquin County Emergency Services at 209-953-6200** and ask for a delegate. The delegate will listen to concerns and advise on the course of action. If a 302 involuntary mental health assessment is granted, the first-hand witness will need to be the petitioner, with support from the principal/designee.

- If the county delegate authorizes a 302 mental health assessment, then the county will authorize transportation to the assessment. If a school employee should transport the student, then one school employee should drive and another should be seated next to the student. Do not drive the student in personal vehicles. Do not leave the student alone at any time. Depending on the level of the student's distress, the 302 petitioner (the employee who learned firsthand of the threat) may need to travel in a separate vehicle.

Note: If a threat is made during an after-school program, and no school personnel is available, call **Santa Clara County Crisis Emergency Services at 408-299-2501, Contra Costa County Emergency Services at 925-646-4461, San Joaquin County Emergency Services at 209-953-6200** or **1-800-SUICIDE** or **1-800-273-TALK** for help. Immediately inform the principal or designee regarding the incident and actions taken.

The law requires that you do only what is reasonable under the circumstances; for example, do not try to remove a gun or other weapon from the person.

Suicidal Act

The first school employee on the scene must call for help from another staff member, locate the individual, and follow school emergency medical procedures, such as calling 911.

- A staff member must notify the principal/designee.
- Staff members should move all other students out of the immediate area and arrange appropriate supervision. Students should not be allowed to observe the scene.
- The principal/designee will involve the Leadership Response Team (LRT) to assist as needed and inform the Network Senior Leadership Team.
    - The Leadership Response Team consists of any of the following people:
        - Principal
        - Business Manager
        - Parent Liaison/Dean of Culture
        - Academic Coach
        - Technology Coordinator
    - Teacher informs the office, "I need the Leadership Response Team (LRT)," either by telephone, AT, or student runner.
    - The office drops everything and the LRT mobilizes.
- The principal/designee will contact the parent/guardian and ask them to come to the school or hospital.
- The principal/designee will call for assistance from the Santa Clara County's on-call crisis response team at 408-279-3312, San Joaquin County Emergency Services at

209-953-6200 or Contra Costa Crisis Center - 800-833-2900

- The principal/designee will document in writing all actions taken and recommendations.
- If the student is known to be currently in counseling, the principal/designee will attempt to inform their treatment provider of what occurred and the actions taken.
- The principal/designee will involve the Leadership Response Team (LRT) for follow-up and support.
- The principal/designee will request written documentation from any treating facilities prior to a student's return to school.
- Staff will promptly follow up with any students or staff who might have witnessed the attempt, and contact their parents/guardians. Staff will provide supportive counseling and document all actions taken. Please refer to Appendix E for Voices College-Bound Language Academies Self Harm/Suicide Risk Assessment Form.
- Media representatives should be referred to the appropriate school spokesperson [e.g., COO, or CEO]. School staff should make no statements to the media.

Procedure to Handle the Death of a Student

By far, the worst crisis situation is the death of a student. When a student dies, emotional trauma is a natural occurrence for students, faculty, and staff. A student's death, which occurs on campus, particularly as a result of school violence, is admittedly the most extreme case of trauma for the family and the school community. There is no procedure that fits every scenario; each case requires individual attention. Certainly, there is no prescribed method for dealing with such tragedy; however, the following are suggestions for a school's response to death, particularly death that occurs as a result of school violence:

1. After the initial response, administrators and counselors will meet immediately to review what has happened. Responding to the psychological needs of both staff and students as soon as possible is the best prevention for the development of post-traumatic stress.
2. Get as much information as possible from the family and ask their permission to share it with the students, faculty, and staff. Ask if they have any objection to students, faculty, and staff attending the funeral.
3. Relay the information to the students in a factual way, careful to avoid breaching the student's or family's privacy. The school principal and a counselor might consider moving from room to room to tell the students what has happened, as developmentally appropriate. They should tell the truth, allow for expression of feelings, and affirm any expressions or feelings the students have. Students need to be told that they may visit a counselor's office for special assistance if they need to talk.
4. If possible, allow a break after telling the students in order to give them an opportunity to express their grief with other students.
5. Upon returning to school, students should be allowed time to discuss their feelings, talk about the deceased, and discuss memories. Give students, faculty, and staff information about the funeral and allow them to attend, provided the family has

granted permission.

6. Watch for trouble signs among the students. Be prepared to call in extra counselors if necessary.

Registered Sex Offender Policy

For the protection of students while they are traveling to and from school, attending school, or at a school-related activity, the Governing Board of Voices College-Bound Language Academies ("Voices") has developed the following policy and procedures to ensure Voices principals and their designees respond appropriately as directed by law enforcement when apprised of information that a registered sex offender resides or works within two (2) miles of a Voices school. See Registered Sex Offender Policy.

Staff/Student Interaction Policy

Voices Academies recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the most safe and learning conducive environment possible. See Professional Boundaries: Staff/Student Interaction Policy.

Child Abuse and Neglect Reporting Procedures

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 report thereof within thirty-six (36) hours of receiving the information concerning the incident.

Voices will provide annual training on the mandated reporting requirements, using the online training module provided by the State Department of Social Services, to employees who are mandated reporters. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to six (6) months confinement in a county jail, or by a fine of one-thousand dollars ($1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

Harassment, intimidation, discrimination and bullying policy

Title IX, Harassment, Intimidation, Discrimination and Bullying Policy

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of the Voices College-Bound Language Academies ("Voices" or "Charter School") to prevent and address sex discrimination, including but not limited to sexual harassment, sex-based hostile environment harassment, discrimination based on pregnancy or related conditions, sex-based discrimination in access to athletics or educational resources, and retaliation against a person who has reported sex discrimination.

Voices does not discriminate on the basis of sex and prohibits any acts of sex discrimination in any education program or activity that it operates, as required by California law, Title IX (20 U.S.C. § 1681 *et seq*.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.[1] Voices will take actions to promptly and effectively end any sex discrimination in its education program or activity, prevent its recurrence, and remedy its effects.

This Policy applies to conduct occurring in Voices' education programs or activities on or after August 1, 2024 including but not limited to incidents occurring on the school campus, during school-sponsored events and activities regardless of the location, and through school-owned technology, whether perpetrated by a student, parent/guardian, employee, volunteer, independent contractor or other person with whom Voices does business.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 (hereinafter collectively referred to as "Title IX") may be referred to Voices Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

Definitions

Prohibited Sex Discrimination
Title IX and California law prohibit discrimination on the basis of sex, including sex-based harassment and differences in the treatment of similarly situated individuals on the basis of sex with regard to any aspect of services, benefits, or opportunities provided by Voices. Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

Prohibited Sex-Based Harassment
Under Title IX, "sex-based harassment" means conduct on the basis of sex that satisfies one or more of the following:

[1] Voices complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports and complaints of misconduct prohibited by this Policy.

- Quid pro quo harassment occurs when an employee, agent, or other person authorized by Voices to provide an aid, benefit, or service under Voices' education program or activity explicitly or impliedly conditions the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct.

- Hostile environment harassment is unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from Voices' education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
    - The degree to which the conduct affected the complainant's ability to access Voices' education program or activity;
    - The type, frequency, and duration of the conduct;
    - The parties' ages, roles within Voices' education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
    - The location of the conduct and the context in which the conduct occurred; and
    - Other sex-based harassment in Voices' education program or activity.

- Sexual assault, meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

- Dating violence, meaning violence committed by a person:
    - Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
    - Where the existence of such a relationship shall be determined based on a consideration of the following factors:
        - The length of the relationship;
        - The type of relationship; and
        - The frequency of interaction between the persons involved in the relationship.

- Domestic violence, meaning felony or misdemeanor crimes committed by a person who:
    - Is a current or former spouse or intimate partner of the victim under applicable family or domestic violence laws, or a person similarly situated to a spouse of the victim;
    - Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

  - Shares a child in common with the victim; or
  - Commits acts against a youth or adult victim who is protected from those acts under applicable family or domestic violence laws.

- Stalking, meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
- Fear for the person's safety or the safety of others; or
- Suffer substantial emotional distress.

Under California Education Code section 212.5, 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 Voices.

Examples of conduct that may fall within the Title IX definition of sex-based harassment, the Education Code definition of sexual harassment, or both:

- Physical assaults of a sexual or sex-based nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults.
  - Intentional physical conduct that is sex-based or sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, poking another's body, violence, intentionally blocking normal movement or interfering with work or school because of sex.

- Unwanted sexual advances or propositions, derogatory sex-based comments, or other sex-based conduct, such as:
  - Sexually oriented or sex-based gestures, notices, epithets, slurs, 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.
    - Retaliation against an individual who has articulated a good faith concern about sex-based harassment.
- Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:
    a. 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.
    b. 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.
    c. 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 above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means a student or employee who is alleged to have been subjected to conduct that could constitute sex-based discrimination, or a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination and who was participating or attempting to participate in Voices' education program or activity at the time of the alleged sex discrimination. Complaints may also be made by: (1) a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant; or (2) Voices' Title IX Coordinator. For complaints of sex discrimination other than sex-based harassment, complaints can also be made by any student, employee, or other person who was participating or attempting to participate in Voices' education program or activity at the time of the alleged sex discrimination.

Complaint means an oral or written request to Voices that objectively can be understood as a request for Voices to investigate and make a determination about alleged sex discrimination.

Confidential Employee means an employee of Voices whose communications are privileged or confidential under Federal or State law (e.g., a licensed therapist or psychologist, etc.) or an employee whom Voices has designated as confidential under Title IX for the purpose of providing services to persons related to sex discrimination.

Party means a complainant or respondent.

Respondent means a person who is alleged to have violated Voices' prohibition on sex discrimination.

Supportive Measures are individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to a party to (1) restore or preserve that party's access to Voices' education program or activity, including measures that are designed to protect the safety of the parties or Voices' educational environment; or (2) provide support during Voices' grievance procedures or during an informal resolution process.

Title IX Coordinator

The Board of Directors of Voices ("Board") has designated the following employee as the Title IX Coordinator ("Coordinator"):

Armando Arteaga
Director
6840 Via del Oro #205, San Jose, CA 95119
aarteaga@voicescharterschool.com
(408) 791-1609

In the event the above-named individual becomes unavailable or unable to serve as the Coordinator, the Board has designated the following employee to serve as a temporary or interim Coordinator until a new Coordinator is designated:

Deanna Flores
Chief
6840 Via del Oro #205, San Jose, CA 95119
dflores@voicescharterschool.com
(408) 791-1609

The Coordinator is responsible for coordinating Voices' efforts to comply with the requirements of Title IX, receiving reports and complaints of sex discrimination and inquiries about the application of Title IX, addressing reports and complaints of sex discrimination and taking other actions as required by this Policy, monitoring for barriers to reporting conduct that reasonably may constitute sex discrimination, and taking steps reasonably calculated to address such barriers.

The Coordinator may serve as an investigator and/or decisionmaker for complaints, except in cases where doing so would constitute a conflict of interest. The Coordinator may delegate one or more of their duties to one or more designees who have received the required Title IX training and do not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. However, the Coordinator must at all times retain ultimate oversight over those responsibilities and ensure Voices' consistent compliance with Title IX.

Reporting Sex Discrimination

All employees who are not a confidential employee must promptly notify the Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination under Title IX. This requirement does not apply to an employee when the employee is the person who was subjected to the conduct that reasonably may constitute sex discrimination.

Students are expected to report all incidents of misconduct prohibited by this Policy. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, 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.
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 promptly and effectively investigate and respond to all oral and written complaints and reports of misconduct prohibited by this Policy. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Privacy
Voices acknowledges and respects every individual's right to privacy. All reports and complaints 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 but is not limited to keeping the identity of the reporter and other personally identifiable information 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 designee on a case-by-case basis.

Retaliation
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 complaint in accordance with the grievance procedures set forth in this Policy.

Nothing in this Policy precludes Voices from requiring an employee or other person authorized by Voices to provide aid, benefit, or service under Voices' education program or activity to participate as a witness in, or otherwise assist with, an investigation or proceeding under this Policy.

Confidential Employees
Contact information for the confidential employees at Voices, if any, can be found on the Voices' website or obtained from the Coordinator.

A confidential employee's status as confidential, for Title IX purposes, is only with respect to information received while the employee is functioning within the scope of their duties to which privilege or confidentiality applies or with respect to information received about sex discrimination in connection with providing services to persons related to sex discrimination.

A confidential employee must explain the following to any person who informs them of conduct that reasonably may constitute sex discrimination under Title IX:

- The employee's status as confidential for purposes of Title IX, including the circumstances in which the employee is not required to notify the Coordinator about conduct that reasonably may constitute sex discrimination;
- How to contact the Coordinator and how to make a complaint of sex discrimination; and
- That the Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the grievance procedures.

Coordinator's Response to Reports of Sex Discrimination
When notified of conduct that reasonably may constitute sex discrimination, the Coordinator or designee must:

- Treat complainants and respondents equitably;
- Promptly offer and coordinate supportive measures, as appropriate, for the complainant;
- If grievance procedures are initiated or an informal resolution process is offered; offer and coordinate supportive measures, as appropriate, for the respondent; and
- Notify the complainant or, if the complainant is unknown, the reporting individual, of the grievance procedures and informal resolution process, if available and appropriate. If a complaint is made, the Coordinator will notify the respondent of the same.

In response to a complaint, the Coordinator will initiate the grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties. In the absence of a complaint or the withdrawal of any or all of the allegations in a complaint, and in the absence or termination of an informal resolution process, the Coordinator must determine whether to initiate a complaint by considering, at a minimum:

- Complainant's request not to proceed with a complaint and the complainant's reasonable safety concerns;
- Risk that additional acts of sex-based discrimination would occur if a complaint is not initiated;

- Severity of the alleged conduct, including whether the discrimination, if established, would require removal or discipline of a respondent to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee;
- The scope of the alleged conduct including but not limited to whether there is a pattern, ongoing conduct, or impact to multiple individuals;
- The availability of evidence and the complainant's willingness to participate in the grievance procedures; and
- Whether Voices could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

The Coordinator may initiate a complaint if the conduct as alleged presents an imminent and serious threat to the health or safety of the complainant or other person, or prevents Voices from ensuring equal access on the basis of sex to its education program or activity. The Coordinator or designee must notify the complainant before initiating a complaint and appropriately address reasonable safety concerns, including by providing supportive measures.

The Coordinator will take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within Voices' education program or activity.

Supportive Measures

Once notified of conduct that reasonably may constitute sex discrimination under Title IX, the Coordinator or designee will promptly contact the complainant to offer and coordinate supportive measures, as appropriate, for the complainant. If the grievance procedures are initiated or informal resolution is offered, the Coordinator or designee will offer and coordinate supportive measures, as appropriate, for the respondent.

Supportive measures may include but are not limited to: counseling; extensions of deadlines and other course-related adjustments; campus escort services; increased security and monitoring of certain areas of the campus; restrictions on contact applied to one or more parties; leaves of absence; changes in class, work, housing, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; and training and education programs related to sex-based harassment.

Supportive measures must not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Supportive measures will be designed to protect the safety of the parties or Voices' educational environment, or to provide support during the grievance procedures or the informal resolution process.

Parties may contact the Coordinator to discuss modification of any supportive measures. Parties also have the opportunity to seek modification or termination of a supportive measure applicable to them if circumstances change materially.

If the party is not satisfied with the Coordinator's decision on the request to modify supportive measures, the party may contact the Chief Executive Officer via email at aldoramirez@voicescharterschool.com, who is an appropriate and impartial employee or who may designate such an employee, to seek modification or reversal of Voices' decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee is someone other than the Coordinator who made the challenged decision and has the authority to modify or reverse the decision.

If a party is a student with a disability, the Coordinator must consult with one or more members of the student's IEP Team and 504 Team, if any, in the implementation of supportive measures for that student.

Informal Resolution

At any time prior to determining whether sex discrimination occurred under Voices' Title IX grievance procedures, Voices may offer an informal resolution process to the parties. Voices does not offer or facilitate informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Before initiation of the informal resolution process, the parties will be provided with notice that explains:

- The allegations;
- The requirements of the informal resolution process;
- The right to withdraw and initiate or resume the grievance procedures;
- That the parties' agreement to a resolution at the conclusion of the informal resolution process precludes the parties' use of the grievance procedures arising from the same allegations;
- The potential terms that may be requested or offered in an informal resolution agreement (e.g., restrictions on contact and participation in activities or events) including notice that an informal resolution agreement is binding only on the parties; and
- What information is retained and whether and how it may be disclosed by Voices for use in grievance procedures if the grievance procedures are initiated or resumed.

Parties will not be required or pressured to agree to participate in the informal resolution process. Voices will obtain the parties' voluntary consent to participate in the informal resolution process. Parties may end the informal resolution process and proceed with the grievance procedures at any time.

The facilitator of the informal resolution process will not be the same person as the investigator or the decisionmaker in the grievance procedures. The facilitator cannot have a

conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The Coordinator will take appropriate prompt and effective steps to ensure sex discrimination does not continue or recur.

Grievance Procedures

Scope and General Requirements

Voices has adopted these grievance procedures to provide for the prompt and equitable resolution of complaints of made by students, employees, or other individuals who are participating or attempting to participate in Voices' education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX. Upon receipt of a complaint, the Coordinator or designee will promptly initiate these grievance procedures, or the informal resolution process if available, appropriate, and requested by all parties.

Voices requires that any Title IX Coordinator, investigator, or decisionmaker not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. A decisionmaker may be the same person as the Coordinator or investigator.

Voices will treat complainants and respondents equitably. Voices presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

Voices may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances.

Voices allows for the reasonable extension of timeframes on a case-by-case basis for good cause with notice to the parties that includes the reason for the delay. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If a timeframe is extended, the Coordinator or designee will notify the parties of the new timeframe and the reason for the delay.

Voices will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

Voices will objectively evaluate all evidence that is relevant and not otherwise impermissible—including both inculpatory and exculpatory evidence.[2] Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

If a party is a student with a disability, the Coordinator or designee must consult with one or more members, as appropriate, of the student's IEP Team and 504 Team, if any, to determine how to comply with the requirements of the Individuals with Disabilities Education Act ("IDEA") and Section 504 of the Rehabilitation Act of 1973 ("Section 504") throughout the grievance procedures.

Dismissal

In most cases, Voices will determine whether a complaint is dismissed within fifteen (15) business days of receipt of the complaint.

Voices may dismiss a complaint if:

- Voices is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in Voices' education program or activity and is not employed by Voices;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Coordinator declines to initiate a complaint, and Voices determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- Voices determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Prior to dismissing the complaint on this ground, Voices will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Coordinator or designee must promptly notify the complainant in writing of the basis for the dismissal and the complainant's right to appeal the dismissal on the following grounds within five (5) business days of the dismissal notice:

- Procedural irregularity that would change the outcome;
- New evidence that would change the outcome and that was not reasonably available when the determination whether sex-based harassment occurred or dismissal was made; and
- The Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

[2] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

If the dismissal occurs after the respondent has been notified of the allegations, then the Coordinator or designee must also simultaneously notify the respondent in writing of the dismissal, the basis for the dismissal, and the respondent's right to appeal the dismissal on the above grounds within five (5) business days of the dismissal notice.

If the complaint is dismissed, the Coordinator or designee will offer supportive measures to the complainant, as appropriate. The Coordinator or designee will also offer supportive measures to the respondent, as appropriate, if the respondent has been notified of the allegations. The Coordinator will continue to take appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur. Dismissal does not preclude action under another applicable Voices policy.

Appeal of a Dismissal

If a dismissal is timely appealed in accordance with this Policy, the Coordinator or designee will promptly notify the parties in writing of the appeal, including notice of the allegations if such notice was not previously provided to the respondent, the contact information for the decisionmaker for the appeal, and the parties' right to submit a statement to the decisionmaker of the appeal in support of, or challenging, the outcome within five (5) business days of the appeal notice.

The decisionmaker for the appeal will be someone who has received the required Title IX training and did not take part in an investigation of the allegations or dismissal of the complaint. The appeal procedures will be implemented equally for the parties. Within fifteen (15) business days of the appeal notice to the parties, the decisionmaker will notify the parties in writing of the result of the appeal and the rationale for the result.

Notice of the Allegations

Upon initiation of the grievance procedures, the Coordinator or designee will provide notice of the allegations to the parties whose identities are known. The notice will include:

- Voices' grievance procedures and any informal resolution process;
- Sufficient information available at the time to allow the parties to respond to the allegations. Sufficient information includes the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination under Title IX, and the date(s) and location(s) of the alleged incident(s), to the extent that information is available to Voices;
- A statement that retaliation is prohibited; and
- A statement that the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence; and if Voices provides a description of the evidence, the parties are entitled to an equal opportunity to access to the relevant and not otherwise impermissible evidence upon the request of any party.

Emergency Removal

Voices may place a non-student employee respondent on administrative leave during the pendency of the grievance procedures 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 imminent and serious threat to the health or safety of any person arising from the allegations of sex discrimination justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the IDEA, Section 504, or the ADA.

Investigation

Investigations of complaints will be adequate, reliable, and impartial. In most cases, a thorough investigation will take no more than twenty-five (25) business days. Voices has the burden to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The investigator will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance in accordance with Title IX.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be used, accessed or considered, except by Voices to determine whether one of the exceptions listed below applies, and will not be disclosed), regardless of whether they are relevant:

- Evidence that is protected under a privilege recognized by Federal or State law or evidence provided to a confidential employee, unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness, unless Voices obtains that party's or witness's voluntary, written consent for use in the grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless evidence about the complainant's prior sexual conduct is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

The parties will have an equal opportunity to present fact witnesses and other inculpatory and exculpatory evidence that is relevant and not otherwise impermissible and to access such evidence. The parties may submit a written response to the investigator within five (5) business days of being provided with access to the evidence or an accurate description of it.

The parties timely submitted written responses, if any, will be considered by the investigator and decision maker before a determination of responsibility is made.

Voices will take reasonable steps to prevent and address any unauthorized disclosure of information or evidence by the parties.

Determination of Responsibility
Before making a determination of responsibility, the decisionmaker may question parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is in dispute and relevant to evaluating one or more allegations of sex discrimination.

Determinations will be based on an objective evaluation of all relevant and not otherwise impermissible evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.

Within fifteen (15) business days of the expiration of the timeframe for the parties to submit a written response to the evidence or an accurate description of it, the decisionmaker will notify the parties in writing of the determination whether sex discrimination occurred including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.

Appeal of the Determination of Responsibility
Should a party find Voices' determination unsatisfactory, the party may, within five (5) business days of notice of Voices' determination, submit a written appeal to the Chair of the Voices Board, who will serve as the decision maker for the appeal or designate a decisionmaker for the appeal. The decision maker for the appeal must not have taken part in the investigation of the allegations.

The decision maker for the appeal will: 1) notify the other party of the appeal in writing; 2) implement appeal procedures equally for the parties; 3) allow the parties to submit a written statement in support of, or challenging, the outcome within five (5) business days of the appeal or notice of the appeal; and 4) within fifteen (15) business days of the appeal, issue a written decision to the parties describing the result of the appeal and the rationale for the result.

Consequences
Students or employees who engage in misconduct prohibited by this Policy may be subject to disciplinary action up to and including expulsion from Voices or termination of employment. If there is a determination that sex discrimination occurred, the Coordinator or designee will coordinate the provision and implementation of any remedies and/or disciplinary sanctions ordered by Voices including notification to the complainant of any such disciplinary sanctions. The Coordinator will take appropriate prompt and effective

steps to ensure that sex discrimination does not continue or recur within Voices' education program or activity.

No party, witness, or other person participating in Voices' grievance procedures will be disciplined for making a false statement or for engaging in consensual sexual conduct based solely on Voices' determination whether sex discrimination occurred.

Student Pregnancy and Related Conditions

Voices will not discriminate against any student or applicant based on their current, potential, or past pregnancy or related conditions. For more information about policies and procedures applicable to employees who are pregnant or have a related condition, please refer to the Voices employee handbook.

When a student, or a person who can legally act on behalf of the student, informs any employee of the student's pregnancy or related condition, unless the employee reasonably believes that the Coordinator has already been notified, the employee must promptly:

- Provide that person with the Coordinator's contact information; and
- Inform that person that the Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to Voices' education programs and activities.

If a student, or a person who has a legal right to act on behalf of the student, notifies the Coordinator of the student's pregnancy or related condition, the Coordinator or designee must promptly:

- Inform the student, and if applicable, the person who notified the Coordinator of the student's pregnancy or related conditions and has a legal right to act on behalf of the student, of Voices' obligations under:
    - 34 C.F.R. § 106.40(b)(1) through (5), which relates to the rights of students who are pregnant or have a related condition; and
    - 34 C.F.R. § 106.44(j), which includes rules on disclosures of personal information;
- Provide Voices' Title IX notice of nondiscrimination; and
- Consult with the student about potential reasonable modifications to policies, practices, or procedures as necessary to prevent sex discrimination and ensure equal access, and if the student accepts an offered reasonable modification, implement the modification.

A student who is pregnant or has a related condition will be provided with a lactation space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used for expressing breast milk or breastfeeding as needed.

A student who is pregnant or has a related condition may voluntarily take a leave of absence for the time deemed medically necessary by the student's licensed healthcare provider, or if the student so chooses, the time allowed under any Voices leave policy for which the student

qualifies. A pregnant or parenting student is entitled to eight weeks of parental leave, 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.
Upon the student's return from leave, the student will be reinstated to the academic status, and, as practicable, to the extracurricular status that the student held when the leave began. The student will not be required to provide any kind of certification demonstrating their ability to physically participate in any class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- Such certification is required of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for sex discrimination.

Students who are pregnant or have a related condition will not be required to provide supporting documentation unless necessary and reasonable to determine reasonable modifications or additional actions related to lactation space, leaves of absence, or voluntary access to any available separate and comparable portion of the program.

Training

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 employees, Coordinators and designees, investigators, decisionmakers, and other persons who are responsible for implementing Voices' grievance procedures or have the authority to modify or terminate supportive measures will receive Title IX and sexual harassment training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

Voices will maintain the following records for at least seven (7) years:

- For each complaint of sex discrimination, records documenting the informal resolution process or the grievance procedures, and the resulting outcome.
- For each notification the Coordinator receives of information about conduct that reasonably may constitute sex discrimination, records documenting the actions Voices took to meet its obligations under 34 C.F.R. § 106.44.
- All materials used to provide required Title IX training. Voices will make these training materials available upon request for inspection by members of the public.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

Purpose

To provide students with access to an environment that is safe, secure and conducive to learning. This policy provides guidelines for staff and students to follow for the purpose of providing all students with an environment that is focused on learning. See Title IX Policy Prohibiting Discrimination on the Basis of Sex and Harassment, Intimidation, Discrimination and Bullying Policy.

When an emergency situation occurs, contact the school office staff immediately so that they may determine what type of response is necessary.

Exposure Control Plan For Bloodborne Pathogens

The Principal or designee, shall meet state and federal standards for dealing with bloodborne pathogens and other potentially infectious materials in the workplace. The Principal, or designee, shall establish a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV).

The Board shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the Charter School's "Exposure Control Plan," employees having occupational exposure shall be trained in accordance with applicable state regulations (8 CCR 5193) and offered the hepatitis B vaccination.

The Principal, or designee, may exempt designated first-aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations.

Any employee not identified as having occupational exposure in the Charter School's exposure determination may petition to be included in the Charter School's employee in-service training and hepatitis B vaccination program. Any such petition should be submitted to the Principal, or designee, who shall evaluate the request and notify the petitioners of his/her decision. The Principal, or designee, may deny a request when there is no reasonable anticipation of contact with infectious material.

Medical Emergency Procedures

Medical Emergency Reporting Procedure. Medical emergencies and accidents can occur at any time and may involve a student or employee. Some emergencies may only require first aid care, while

others may require immediate medical attention. When in doubt, it is better to err on the side of caution and dial 911.

1. Medical emergencies involving any student or employee must be reported to the school principal, or his/her designee.
2. Dial 911 or direct someone to do so, provide the following information
    a. School name and phone number
    b. Building address including nearest cross street(s)
    c. Exact location within the building
    d. Your name and phone number
    e. Nature of the emergency
    f. Do not hang up until advised to do so by dispatcher
3. Send a runner to notify the school office that an individual has been injured and an ambulance has been called.
4. Ask someone to dispatch a first aid/CPR trained employee to the victim.
5. Stay calm. Keep the victim warm with a coat or blanket. Do not leave a person unattended.
6. Do not move the victim unless there is danger of further injury.
7. Do not give the victim anything to eat or drink.
8. Draft a written incident report and submit it to the School principal, or his/her designee, before the end of the next workday. See Appendix C for Student/Employee Minor Incident/Accident Report.

Medical Emergency General Guidelines

For minor accidents, use a first aid kit in the classroom.
If a child complains of **illness**, question him/her to determine severity.

1. For minor illness, have the child rest head on desk for 10 to 15 minutes. If he/she still complains, send him/her with a note to the front office (or call the office for escort).
2. If a student is too ill to walk to the office, call the front office for immediate help and explain the severity of the situation.

If a child has **convulsions**:

1. Keep calm
2. Attempt to ease him/her to the floor so he/she will not fall and injure him/herself
3. Turn his/her head to one side so his/her tongue will not block his/her airway
4. Do not attempt to insert anything in his/her mouth
5. Send someone to the office or call the office for assistance

Chemical Burns of skin or eyes should be flushed with large quantities of water at the nearest source. Then send or call the office.

Insect Bites:

1. Remove stinger if possible.
2. Apply cold, wet towel
3. Send to the office if systemic symptoms occur (labored breathing, swelling of the entire body, etc.)

If a **Tooth is displaced** by traumatic injury, wrap the tooth in moist gauze. Send an injured child to the office. Office needs to call parent immediately.

Playground Accidents:

1. Render first aid on the playground if necessary
2. If the child is mobile, take them to office
3. If a stretcher is needed, call 911

In addition, the Red Cross offers the following guidelines:

RESCUE BREATHING	● Tap shoulder and shout, “Are you ok?” ● Call 911 if no response ● Open airway: tilt head back slightly, lift chin ● Check for breathing: check quickly for no more than 10 seconds ● If no breathing, give 2 rescue breaths o Tilt head back and lift the chin up o Pinch the nose shut, then make a complete seal of child’s mouth o Blow in for about 1 second to make the chest clearly rise o Give rescue breaths one after the other Rescue breathing count: **Adult:** 1 breath every 5 seconds **Child:** 1 breath every 3 seconds **Infant:** 1 breath every 3 seconds

Nose Bleed	● Put on disposable gloves ● Sit, leaning slightly forward ● Pinch the nose shut for about 10 minutes ● Apply ice or a cold pack that has been wrapped in cloth or towel to the bridge of the nose ● If the bleeding does not stop: o Apply pressure on the upper lip just beneath the nose o Call or have someone else call 911
Wounds	If minor: ● Put on disposable gloves ● Have victim sit down ● Wash wound ● Apply bandage ● Apply ice, if desired If severe: ● Put on disposable gloves ● Have person sit or lie down ● Control bleeding by: o Covering the wound with a dressing and firmly pressing against the wound with a gloved hand until the bleeding stops o Applying a pressure bandage over the dressing to maintain pressure on the wound and to hold the dressing in place o If blood soaks through the bandage, do not remove the blood-soaked bandages. Instead, add more dressings and bandages, and apply additional direct pressure. ● Continue to monitor the person's condition. Observe the person closely for signs that may indicate that person's condition is worsening, such as faster or slower breathing, changes in skin color, and restlessness ● Care for shock. Keep person from getting chilled or overheated ● Have person rest comfortably and provide reassurance ● Wash your hands immediately after giving care, even if you wore gloves

Choking	If unable to: Breathe, Cough, Speak then: ● Give 5 back blows: Bend the person forward at the waist and give 5 back blows between the shoulder blades with the heel of one hand. ● Give 5 abdominal thrusts: o Place a fist with the thumb side against the middle of the person's abdomen, just above the navel. o Cover your fist with your other hand. o Give 5 quick, upward abdominal thrusts. ● Continue care: Continue sets of 5 back blows and 5 abdominal thrusts until the: o Object is forced out o Person can cough forcefully or breathe o Person becomes unconscious
Electric Shock	● Do NOT touch individual if they are still in contact with the electrical source ● Turn off source of electricity, if possible ● Call 911

Severe Allergic Reaction (Anaphylaxis)

Anaphylaxis is a severe and sudden allergic reaction. It occurs when a person is exposed to an allergen to which they are sensitive. The most common allergens or trigger substances that may cause anaphylaxis in school-aged children are:

- peanuts
- tree nuts
- fish
- shellfish
- egg
- cow's milk
- sesame
- soy
- insect stings
- latex
- certain medications. Note that the school may only administer medication upon the receipt of parent and physician authorization. See Appendix F for the Medication

Doctor & Parent Authorization form.

Anaphylaxis is potentially life threatening and always requires an emergency response.

It is therefore critical that school staff, parents and caregivers are confident about the management and treatment of students who have been diagnosed by a medical practitioner as being anaphylactic or potentially anaphylactic.

Symptoms and signs of anaphylaxis

The symptoms and signs of anaphylaxis, usually but not always, occur within the first 20 minutes after exposure but in some cases can be delayed up to 2 hours or more. Rapid onset and development of potentially life-threatening clinical effects are characteristic markers of anaphylaxis.

Symptoms and signs of anaphylaxis (a severe allergic reaction) may include one or more of the following:

- Difficulty and/or noisy breathing
- Swelling of the tongue
- Swelling or tightness in the throat
- Difficulty talking or hoarse voice
- Wheeze or persistent cough
- Dizzy/light headed
- Loss of consciousness and/or collapse
- Pale and floppy (young child)

Symptoms and signs of a mild to moderate allergic reaction may include one or more of the following:

- Tingling of the mouth
- Hives, welts or body redness
- Swelling of the face, lips, eyes
- Vomiting, abdominal pain

Emergency treatment procedures – Immediate Reaction Required

<u>For students WITH an Action Plan for Anaphylaxis</u>

- Follow emergency response plan as outlined in a student's Severe Allergy Medical

Management Plan

- If Action Plan indicates the use of an Epinephrine auto injector (EpiPen), trained staff shall administer the EpiPen
- Seek urgent medical assistance – call an ambulance (tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
- If unconscious and no pulse is evident, commence CardioPulmonary Resuscitation (CPR) and continue until ambulance arrives
- Contact parents/caregivers
- Maintain airway, breathing and circulation at all times
- Maintain close observation for possible relapse while waiting for ambulance or medical assistance.

For students WITHOUT Severe Allergy Medical Management Plan

California Education Code (EC) Section 49414, as amended by Senate Bill 1266, effective January 1, 2015,[5] *requires school districts to provide emergency epinephrine auto-injectors to school nurses or trained personnel who have volunteered, and provides that school nurses or trained personnel who have volunteered may use epinephrine auto-injectors to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction.*[6]

Severe allergic reactions or anaphylaxis can occur when there is no history of known allergies. This situation should be treated as an emergency. Under these circumstances there will be no Action Plan. Recognition of the symptoms and/or signs as being anaphylactic may also be a problem. The following steps should be followed:

- A trained staff member or volunteer shall administer the Epinephrine Auto-Injector (EpiPen)
- Seek urgent medical assistance – call an ambulance (if suspected, tell the dispatcher that the medical condition is anaphylaxis or a severe allergy)
- Lay the person flat and elevate the legs if the person is dizzy or seems confused or has a reduced level of consciousness, unless this makes it more difficult for the person to breathe
- Follow standard resuscitation measures if there is no pulse, no breathing or loss of consciousness – if oxygen is available give at a high flow rate.
- Contact parents/caregivers
- Maintain airway, breathing and circulation at all times
- Maintain close observation for possible relapse while waiting for ambulance or medical assistance.

Severe Allergy Medical Management Plan

Steps in the Emergency Use of an Epinephrine Auto-Injector (EpiPen):

1. Determine if anaphylaxis is suspected. Anaphylaxis usually, but not always, occurs right after exposure to an allergen. Frequently anaphylaxis occurs in individuals who have a history of a previous reaction. If there is uncertainty about the diagnosis, but there is a reasonable probability that it is anaphylaxis, then treat it as anaphylaxis.
2. **If anaphylaxis symptoms occur, call 911 or activate the emergency medical system (EMS). Stay with the victim.** Have others notify the paramedics, school nurse, parents and principal/designee immediately.
3. Have the victim sit down. Reassure the victim and avoid moving him or her. Calming reduces the distribution of the allergen in the body.
4. **Prepare to administer EpiPen.**
    a. For students in second grade or below, or if less than 55 lbs, use **White label** EpiPen Jr (0.15 mg)
    b. For adults and students in third grade or above, or if more than 55 lbs, use **Yellow label** EpiPen (0.30 mg). The EpiPen acts immediately; however the effects last only 10 -15 minutes. *Make sure someone has called **911**.*
5. EpiPen Administration Procedure:

Grasp the EpiPen and form a fist around the unit. With the other hand, pull off the GRAY Safety Cap.

    a. **Hold the black tip near the outer thigh. Never put your thumb, fingers, or hand over the black tip.** (If an accidental injection occurs, go immediately to the nearest hospital emergency room.)
    b. **Swing and jab the black tip firmly into the OUTER BARE THIGH so that the auto-injector is perpendicular (at a 90° angle) to the thigh. You will hear a click.** (The EpiPen can be injected through the victim's clothing, if necessary.)
    c. **Hold the EpiPen firmly in place for 10 seconds, and then remove it from the thigh.** (After the injection, the victim may feel his or her heart pounding. This is a normal reaction.)
    d. **Remove the EpiPen and massage the injection area for several seconds.**
    e. **Check the black tip:**
        - If the needle is exposed, the dose has been delivered
        - If the needle is not exposed, repeat steps b through e
    f. **Dispose of the EpiPen in a "sharps" container or give the expanded EpiPen to the paramedics.**
    g. **Call 911, if not previously called.**
6. If the anaphylactic reaction is due to an insect sting, remove the stinger as soon as

possible after administering the EpiPen. Remove stinger quickly by scraping with a fingernail, plastic card or piece of cardboard. Apply an ice pack to the sting area. Do NOT push, pinch, or squeeze, or further imbed the stinger into the skin because such action may cause more venom to be injected into the victim.

7. Observe the victim for signs of shock. Cover the victim with a blanket, as necessary, to maintain body temperature and help to prevent shock.
8. Monitor the victim's airway and breathing. Begin CPR immediately if the victim stops breathing.
9. Take the victim's vital signs (if trained to do so) and record them. Duplicate the emergency card for the paramedics. When paramedics arrive tell them the time EpiPen was administered and the dose administered. If EpiPen has not been disposed of in a sharp's container, give the expanded EpiPen to the paramedics.
10. **If symptoms continue and paramedics do not arrive, use a new EpiPen and re-inject 15 to 20 minutes after initial injection.** Continue to monitor the victim's airway and breathing.
11. Follow-up medical care should be obtained at the emergency room or from the victim's physician. A second delayed reaction may occur up to 6 hours after the initial anaphylaxis.
12. Document the incident and complete the accident/incident report. See Appendix C for Student/Employee Minor Incident/Accident Report. Include in the documentation the date and time EpiPen was administered, the victim's response, and additional pertinent information. Send a copy of the report to the school nurse.

Quick Reference:

- DO NOT HESITATE to administer Epipen and to call 911 even if the parents cannot be reached.
- Call 911 immediately. 911 must be called if Epipen is administered.
- Advise 911 dispatch that the student is having a severe allergic reaction and Epipen is being administered.
- Students should remain quiet with a staff member at the location where the symptoms began until EMS arrives.
- Provide a copy of the Severe Allergy Plan to EMS upon arrival. See Appendix G for Severe Allergy Medical Management Plan Signature Page.
- Notify the administrator and parent/guardian.
- Call the CDE's School Health Connections Office at 916-319-0914.

Automated External Defibrillator (AED)

Steps in the Emergency Use of an Automated External Defibrillators (AED) during sudden cardiac arrest.

Before Using the AED

These AED steps should be used when caring for a non-breathing child aged 8 or older who weighs more than 55 pounds, or an adult.

After checking the scene and ensuring that the person needs help, you should ask a bystander to call 911 for help, then:

1. Turn on the AED and follow the visual and/or audio prompts.
2. Open the person's shirt and wipe his or her bare chest dry. If the person is wearing any medication patches, you should use a gloved (if possible) hand to remove the patches before wiping the person's chest.
3. Attach the AED pads, and plug in the connector (if necessary).
4. Make sure no one is, including you, is touching the person. Tell everyone to "stand clear."
5. 5Push the "analyze" button (if necessary) and allow the AED to analyze the person's heart rhythm.
6. If the AED recommends that you deliver a shock to the person, make sure that no one, including you, is touching the person – and tell everyone to "stand clear." Once clear, press the "shock" button.
7. Begin CPR after delivering the shock. Or, if no shock is advised, begin CPR. Perform 2 minutes (about 5 cycles) of CPR and continue to follow the AED's prompts. If you notice obvious signs of life, discontinue CPR and monitor breathing for any changes in condition.

Resuscitation Orders

School employees are trained and expected to respond to emergency situations without discrimination. If any student needs resuscitation, staff shall make every effort to resuscitate him/her.

Staff members are prohibited from accepting or following any parental or medical "do not resuscitate" orders. School staff should not be placed in the position of determining whether such orders should be followed, and such Advance Directives shall not be communicated to staff. The principal, or designee, shall ensure that all parents/guardians are informed of this policy.

Opioid Overdose Response Protocol

STEP 1: Evaluate for Signs of Overdose.

a. All employees will be trained to recognize the following signs of an opioid overdose:
    - Unconsciousness or inability to awaken;
    - Slow or shallow breathing or breathing difficulty, such as choking sounds or a gurgling/snoring noise from a person who cannot be awakened; and
    - Fingernails or lips turning blue/purple.
b. If any person is suspected of suffering an overdose, any employee shall first attempt to stimulate the person by:
    - Calling the person's name;
    - Then, vigorously grinding knuckles into the sternum (breastbone) or rub knuckles on the person's upper lip.
c. If the person responds, assess whether he or she can maintain responsiveness and breathing.
d. Continue to monitor the person, including breathing and alertness, and try to keep the person awake and alert.
e. If unresponsive, call 911, consider providing rescue breathing if the person is not breathing on their own or get help from someone trained in emergency response techniques.

STEP 2: Call 911. Calling 9-1-1 at the appropriate time is an essential step to getting someone with medical expertise to care for the person suspected of experiencing an opioid overdose. If no emergency medical services (EMS) or other trained personnel are on campus, activate the 9-1-1 emergency system immediately. All that needs to be reported is "Someone is unresponsive and not breathing" and then report the specific address and/or description of the location on the campus where the person is located. After relaying this information, follow the dispatcher's instructions. If appropriate, the 911 operator may instruct you to begin CPR and implement rescue breathing, which you may perform or have another responsible and/or trained adult perform. Follow these and all instructions given by 911 operators until emergency responders arrive.

STEP 3: Support the Person's Breathing. Supporting breathing is an important intervention and may be lifesaving on its own. Rescue breathing can be very effective in supporting respiration, and chest compressions can provide ventilatory support. If trained to perform rescue breathing and comfortable doing so, it is recommended that you administer it to someone experiencing opioid overdose symptoms if they are having difficulty breathing. If you are not trained in rescue breathing or are not comfortable administering rescue breathing, call for help from school medical personnel, if any, or

other individuals who may be trained in rescue breathing or other emergency medical response techniques.

a. Rescue breathing for adults involves the following steps:
    - Be sure the person's airway is clear (check that nothing inside the person's mouth or throat is blocking the airway).
    - Place one hand on the person's chin, tilt the head back, and pinch the nose closed.
    - Place your mouth over the person's mouth to make a seal and give two slow breaths.
    - Watch for the person's chest (but not the stomach) to rise.
    - Follow up with one breath every 5 seconds.
b. Chest compressions for adults involve the following steps:
    - Place the person on their back.
    - Press hard and fast on the center of the chest.
    - Keep your arms extended.

STEP 4: Assist Emergency Responders. After emergency responders arrive on site, assist them with any requests they may have while tending to the individual experiencing the overdose. Keep other students and unnecessary persons out of the way and make sure the path is clear to the individual needing emergency assistance and back to an ambulance, if necessary. Continue to comply with 911 operator instructions until told to hang up.

DO's and DON'Ts:

DO attend to the person's breathing and cardiovascular support needs by administering oxygen or performing rescue breathing and/or chest compressions.
DO put the person in the "recovery position" on the side, if you must leave the person unattended for any reason.
DO stay with the person and keep them warm.
DON'T slap or forcefully try to stimulate the person; it will only cause further injury. If you cannot wake the person by shouting, rubbing your knuckles on the sternum, or light pinching, the person may be unconscious.
DON'T put the person into a cold bath or shower. This increases the risk of falling, drowning, or going into shock.
DON'T try to make the person vomit drugs that may have been swallowed. Choking or inhaling vomit into lungs can cause a fatal injury.

Emergency Response Plan

The intent of this plan is to clarify school procedures in the case of an emergency. The objectives of our plan are the following:

1. To provide for action which will minimize injuries and loss of life of students and school and emergency personnel if an emergency occurs during school hours;
2. To provide for maximum use of school personnel and school facilities;
3. To ensure the safety and protection of our students and school personnel immediately after a disaster;
4. To arrange for a calm and efficient plan for parents/guardians to retrieve their children from school, should it be necessary, following a disaster.

To meet these objectives, in the event a disaster should occur when children are at school, the following action plan would be implemented.

Initial Response to Emergencies

School personnel are usually first on the scene of an emergency situation within the school. They will normally take charge and remain in charge of the emergency until it is resolved and will transfer command and incident management to the appropriate emergency responder agency with legal authority to assume responsibility. They will seek guidance and direction from local officials and seek technical assistance from state and federal agencies and industry where appropriate. **However, at no time will school officials transfer responsibility for student care.**

When an emergency situation occurs, school personnel must quickly determine what initial response actions are required. Determining the appropriate actions to take is a three-step process:

1. identify the type of emergency;
2. identify the level of emergency; and
3. determine immediate action(s) that may be required. Each of these steps is discussed in the following sections.

Identify Type of Emergency

The first step in responding to an emergency is to determine the *type* of emergency that has occurred. Emergency procedures for the types of emergencies listed below are provided herein.

- Fire on School Grounds
- Earthquake
- Bomb Threat
- Intruder, Hostage Taking, Lockdown

- Severe Weather
- Extended Power Loss
- Poisoning, Chemical Spills, Hazardous Materials
- Biological or Chemical Attack
- Radiation Threat
- Armed Assault on Campus
- Drive-by Shooting
- Air Pollution / Smog
- Fallen Aircraft
- Explosion
- Unlawful Demonstration/Walkout
- Emergency phone numbers can be found at Appendix H.

In identifying the type of emergency, Voices will follow the Homeland Security Advisory Recommendation, as necessary.

Identify Level of Emergency

The second step in responding to an emergency is to determine the *level* of the emergency. For schools, emergency situations can range from a small fire to a major earthquake. To assist schools in classifying emergency situations, a three-tiered rating system is described below.

Level 1 Emergency: A *minor* emergency that is handled by school personnel without assistance from outside agencies, e.g., a temporary power outage, a minor earthquake, or a minor injury in the play yard.

Level 2 Emergency: A *moderate* emergency that requires assistance from outside agencies, such as a fire or a moderate earthquake, or a suspected act of terrorism involving the dispersion of a potentially hazardous material, e.g., “unknown white powder”.

Level 3 Emergency: A *major* emergency event that requires assistance from outside agencies such as a major earthquake, civil disturbance or a large-scale act of terrorism. For Level 3 emergencies, it is important to remember that the response time of outside agencies may be seriously delayed.

Notification Procedures

1. In case of an emergency at any school facility, the flow of information after calling 911, shall be from the school principal to the Voices Team Z office. Information should include the nature of the incident and the impact on the facility, students and staff.
2. In the event of a fire, anyone discovering the fire shall activate the building fire alarm

system. Unless there is a lockdown incident or a shelter in place incident in progress, the building shall be evacuated. In the event that a lockdown or shelter-in-place incident is in progress, the evacuation shall be limited to the area immediately in danger from the fire.

3. In the event the Voices main office is in receipt of information, such as a weather warning that may affect a school within Voices, the information shall be provided to the school principal.

Determine Immediate Response Actions

Once the type and extent of an emergency have been identified, school personnel can determine if an *immediate response action* is required. The principal/designee will be responsible for activating the school emergency operations plan and the initial response. The most common immediate response actions initiated during school emergencies are:

- Duck and Cover
- Shelter-In-Place
- Lockdown
- Evacuate Building
- Off-Site Evacuation
- All Clear

Immediate Response Actions

Duck and Cover
This action is taken to protect students and staff from flying or falling debris.

Description of Action

1. This action is to be taken immediately in case of an earthquake once shaking is perceived by the teachers and staff, even without the initial announcement by the principal.
2. If possible, the principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal or designee will use other means of communication, i.e., sending messengers to deliver instructions. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME

SEISMIC ACTIVITY. FOR EVERYONE'S PROTECTION, ALL STUDENTS SHOULD FOLLOW STAFF DUCK AND COVER PROCEDURES, WHICH MEANS YOU SHOULD BE IN A PROTECTED POSITION UNDER A TABLE OR DESK, AWAY FROM WINDOWS AND ANYTHING THAT COULD FALL AND HURT YOU. HOLD THIS POSITION UNTIL THE SHAKING STOPS OR YOU ARE GIVEN FURTHER INSTRUCTIONS."

3. If inside, teachers will instruct students to duck under their desks and cover their heads with their arms and hands.
4. If outside, teachers will instruct students to drop to the ground, place their heads between their knees, and cover their heads with their arms and hands.
5. Teachers and students should move away from windows.

Shelter-in-Place

This action is taken to place and/or keep students indoors in order to provide a greater level of protection from airborne contaminants in outside air. Shelter-in-Place is implemented when there is a need to isolate students and staff from the outdoor environment, and includes the shutdown of classroom and/or building HVAC systems. During Shelter-in-Place, no one should be exposed to the outside air.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building. However, classes in bungalows and buildings with exterior passageways will have to remain in the classroom.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION

OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU."

2. If inside, teachers will keep students in the classroom until further instructions are given.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should consider the location and proximity of the identified hazard and, if necessary, proceed to an alternative indoor location.
4. Teachers are responsible to secure individual classrooms whereas the Business Manager will assist in completing the procedures as needed: shut down the classroom / building(s) HVAC system; turn off local fans in the area; close and lock doors and windows; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.

Lockdown (or "Code Red")

This action is taken when the threat of violence or gunfire is identified or directed by law enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lockdown, students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building.

For campuses located in Santa Clara County, if there is an active shooter on campus, students and staff should immediately utilize the Run, Hide, Defend protocol.
**Run, Hide, Defend is to be used for students in 3rd grade and above. For 2nd grade and below, the appropriate response should be determined by on-scene school staff.
** A pre-determined meeting point should not be established

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., PHONES, TEXT, ETC. DO NOT SEND messengers to deliver instructions IN CODE RED SITUATION. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCKDOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE TO THE NEAREST BUILDING OR CLASSROOM."

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium).
4. Custodian will check and lock all bathrooms.
5. Teachers and students will remain in the classroom or secured area until further instructions are given by the principal or law enforcement.
6. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, shall be allowed on campus.

Evacuate Building

This action is taken after the decision is made that it is unsafe to remain in the building.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the Principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN EVACUATION OF ALL BUILDINGS. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM."

2. The principal or designee will initiate a fire alarm.
3. Teachers will instruct students to evacuate the building, using designated routes, and assemble in their assigned *Assembly Area*.

4. Teachers will take the student roster when leaving the building and take attendance once the class is assembled in a safe location.
5. Once assembled, teachers and students will stay in place until further instructions are given.

Off-Site Evacuation

This action is taken after a decision is made that it is unsafe to remain on the campus, and evacuation to an off-site assembly area is required.

Description of Action

1. The principal or designee will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions, phone, text, etc. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

"YOUR ATTENTION PLEASE. WE NEED TO INSTITUTE AN OFF-SITE EVACUATION. TEACHERS ARE TO TAKE THEIR STUDENTS TO THE OFF-SITE ASSEMBLY AREA AND REPORT TO THEIR DESIGNATED AREA. STUDENTS ARE TO REMAIN WITH THEIR TEACHER. TEACHERS NEED TO TAKE THEIR ROLLBOOK AND LOCK THE CLASSROOM WHEN ALL STUDENTS HAVE EXITED THE CLASSROOM."

2. The principal or designee will determine the safest method for evacuating the campus. This may include the use of school buses or simply walking to the designated off-site location. The off-site assembly areas are indicated on the Evacuation Map.
3. Teachers will secure the student roster when leaving the building and take attendance once the class is assembled in a pre-designated safe location.
4. Once assembled off-site, teachers and students will stay in place until further instructions are given.
5. If the event clearance is received from appropriate agencies, the principal or designee may authorize students and staff to return to the classrooms.

Staff Responsibilities:

Principal

- Orders evacuation via all-call systems and with the bell system.
- Takes student accounting as classes leave the school site.
- Does a final check of buildings and leaves for the evacuation site.

- Communicates with Designee as needed

Principal's Designee
- Takes student accounting as classes leave the school building.
- Does a final check of buildings and leaves for the evacuation site.
- Communicate with the principal as needed.

Teachers
- Teachers prepare to evacuate by:
- Getting an Emergency **Backpack.**
- Turning **off** air/heating.
- Taking student count before exiting the room.
- Students ***take*** jackets, but ***leave*** backpacks, etc.
- Walk class in an orderly and quiet manner to the assigned evacuation point.

Custodian
- Evaluates overall campus condition and takes precautionary action.
- Take necessary emergency precautions with gas, electricity, etc.
- Reports to principal or designee when the preceding actions are complete.

Adaptations for Students with Disabilities

Students with known disabilities should have emergency response accommodations noted in their 504 or IEP to indicate additional assistance that may need to be implemented in case of various emergencies covered by this safety plan. Students with known disabilities will also have a pre-designated location in their classrooms that are reserved for them during lockdown, shelter-in-place, and earthquakes.

In the event of an emergency, students with disabilities may have an additional staff person assigned to their classroom to carry out accommodations and assistance with disaster response procedures. The additional staff person will assist the student and teacher during the emergency response.

General Strategies for Assisting Individuals with Disabilities During an Emergency

The needs and preferences of non-ambulatory individuals will vary. Those at ground floor locations may be able to exit without help. Others may have minimal ability to move, and lifting may be dangerous. Some non-ambulatory people also have respiratory complications. Remove them from smoke and vapor immediately.

To alert visually impaired individuals
- ❑ Announce the type of emergency.

- ❑ Offer your arm for guidance.
- ❑ Tell the person where you are going, obstacles you encounter.

When you reach safety, ask if further help is needed.

To alert individuals with hearing limitations

- ❑ Turn lights on/off to gain a person's attention -OR-
- ❑ Indicate directions with gestures -OR-

Write a note with **EVACUATION** directions.

To evacuate individuals using crutches, canes or walkers

- ❑ **Evacuate** these individuals as injured persons.
- ❑ Assist and accompany to **EVACUATION** site, if possible -OR-
- ❑ Use a sturdy chair (or one with wheels) to move person -OR-

Help carry individuals to safety.

To evacuate individuals using wheelchairs

- ❑ Give priority assistance to wheelchair users with electrical respirators.
- ❑ Most wheelchairs are too heavy to take downstairs; consult with the person to determine the best carry options.

Reunite the person with the wheelchair as soon as it is safe to do so.

All Clear

This action is taken to notify teachers that normal school operations can resume.

Description of Action

1. The principal or designee will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal or designee will use other means of communication, i.e., sending messengers to deliver instructions.

"YOUR ATTENTION PLEASE. IT IS NOW SAFE TO RETURN TO YOUR CLASSROOM AND RESUME NORMAL OPERATIONS. I WOULD LIKE TO THANK AND COMMEND STUDENTS AND STAFF FOR THEIR COOPERATION."

2. This action signifies the emergency is over.
3. If appropriate, teachers should immediately begin discussions and activities to address students' fears, anxieties, and other concerns.

Training and Exercise

Voices understands the importance of training, drills, and exercises in the overall emergency management program. To ensure that school personnel and community first responders are aware of their duties and responsibilities under the school plan and the most current procedures, the following training, drill and exercise actions will occur.

1. Training and refresher training sessions shall be conducted for all school personnel. In case of academic staff, training should coincide with the Summer Professional Development. Training for the remainder of the support staff shall be held at a time during the school year that will allow for maximum attendance. Records of the training provided including date(s), type of training and participant roster will be maintained.
2. Information addressed in these sessions will include updated information on plans and/or procedures and changes in the duties and responsibilities of plan participants. Discussions will also center on any revisions to additional materials. Input from all employees is encouraged.
3. Voices will plan for 1) Earthquake, 2) Fire and 3) Evacuation drills 4) Code Red.

This plan addresses emergency actions that are conducted during all four phases of emergency management.

Mitigation/Prevention

Voices will conduct mitigation/prevention activities as an integral part of the emergency management program. Mitigation/prevention is intended to eliminate hazards and vulnerabilities, reduce the probability of hazards and vulnerabilities causing an emergency situation, or lessen the consequences of unavoidable hazards and vulnerabilities. Mitigation/prevention should be a pre-disaster activity, although mitigation/prevention may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Among the mitigation/prevention activities included in the emergency operations program are:

1. Identifying hazards
2. Recording hazards
3. Analyzing hazards
4. Mitigating/preventing hazards
5. Monitoring hazards
6. Security Audit

Preparedness

Preparedness activities will be conducted to develop the response capabilities needed in the event of an emergency. Among the preparedness activities included in the emergency operations program are:

1. Providing emergency equipment and facilities.
2. Emergency planning, including maintaining this plan.
3. Involving emergency responders, emergency management personnel, other local officials, and volunteer groups who assist this school during emergencies in training opportunities.
4. Conducting periodic drills and exercises to test emergency plans and training.
5. Completing an After Action Review after drills, exercises and actual emergencies.
6. Revise plan as necessary.

Please refer to Appendix I for the School Crisis Response Box Checklist.

Response

Voices will respond to emergency situations effectively and efficiently. The focus of most of this plan is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation quickly, while minimizing casualties and property damage. Response activities include warning, first aid, light fire suppression, law enforcement operations, evacuation, shelter and mass care, light search and rescue, as well as other associated functions.

Recovery

If a disaster occurs, Voices will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the school and provide for the basic needs of the staff and students. Long-term recovery focuses on restoring the school to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to students, families and staff. Examples of recovery programs include temporary relocation of classes, restoration of school services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged stadiums and athletic facilities.

Emergencies Occurring During Summer or Other School Breaks

If a school administrator is notified of an emergency during the summer, the response usually will be one of limited school involvement. In that case, the following steps should be taken:

1. Disseminate information to the principal/designee, the Business Manager, and the parent liaison.
2. Identify close friends/staff most likely to be affected by the emergency. Keep the list and recheck it when school reconvenes.
3. Notify staff or families of students most likely to be affected by the emergency and recommend community resources for support.
4. Notify general faculty/staff by letter or telephone with appropriate information.
5. Schedule a faculty meeting for an update the week before students return to school.
6. Be alert for repercussions among students and staff.

When school reconvenes, check the core group of friends and other at-risk students and staff, and institute appropriate support mechanisms and referral procedures.

Evacuation Routes

Evacuation route maps have been posted in each work area.

Beyond planning for daily ingress/egress routes and emergency evacuation routes, schools must plan for assisting students, staff and visitors with disabilities. Under the Americans with Disabilities Act of 1990, individuals who are deaf/hard of hearing, blind/partially sighted, mobility impaired and/or cognitively/emotionally impaired must be assisted.

In the event of an airborne chemical or biological release, it is safest for students and staff to remain indoors at the school site.

Special Information For Parents

Telephones/Communications

In the event of an earthquake, flood or other natural disaster, keep your radios tuned to your local radio station for advisory information. Please do not call the school as we must have the lines open for emergency calls.

In the event of an emergency, we will share information with families via the school's automated calling system. Please make sure your updated contact information is in our system.

"YOUR ATTENTION PLEASE. THIS IS (NAME & TITLE) WITH AN IMPORTANT MESSAGE CONCERNING ALL OF VOICES COLLEGE-BOUND LANGUAGE ACADEMIES. AS YOU ARE AWARE, WE ARE EXPERIENCING SOME SEISMIC ACTIVITY. FOR EVERYONE'S PROTECTION, KEEP YOUR RADIOS TURNED TO YOUR LOCAL RADIO STATION FOR ADVISORY INFORMATION. PLEASE DO NOT CALL THE SCHOOL AS WE MUST HAVE THE LINES OPEN FOR EMERGENCY CALLS. WE WILL UPDATE YOU AS SOON AS WE HAVE FURTHER INFORMATION."

Dismissal

Should there be a major earthquake or other disaster, children will remain under the supervision of school authorities until parents or responsible adults can pick them up.

Student Release Procedure

1. Go directly to the entrance of the school or evacuation area.
2. Inform the teacher, aide or adult responsible for that classroom that you are taking the child from the class line.
3. Proceed with the child back to Student Release Tables to sign a Student Release/Runner Form (Appendix K) form for each child you are taking. Do not remove your child or any other child from school without signing the emergency release form. This provides us a record of where each child is if someone else arrives later looking for the child.
4. Unless you are staying to volunteer, please leave as quickly as possible after signing out your child.
5. Adults will be needed to help with first aid, dismissing students, helping with classes, monitoring traffic, etc. If you are able to volunteer to help, go directly to the Command Center (Appendix L) where the Business Manager will give you an assignment. Volunteers should leave children with their classes and not sign student release form(s) until they are ready to leave.

If You Can't Get to the School

Should a major disaster occur, it is likely that many parents will not be able to reach the school right away. If conditions make it necessary, we will release your child to the adult indicated on your child's Emergency Release form. We will keep a written record of the child and the adult to whom the child has been released.

The school principal or teacher in charge will determine the need to leave the building. In the event the building cannot be reoccupied or if a fire requires evacuation of the school, the students will be transferred to the nearest available safe shelter.

If the children are caught in a disaster between home and school, it is recommended that they go immediately to school.

Responding to Emergencies

The following pages outline how staff should respond in the event of specific emergency situations:

Fire

When the fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling: **911**
- If the fire alarm is not available, notify the site personnel about the fire emergency: Call Teachers' 2-way radio

Evacuation Process for Teachers:

1. Get emergency backpack
2. Get your class roster (clipboard).
3. Get the evacuation map (clipboard).
4. Count your students before you leave the room.
5. Close your door upon exiting the room.
6. Zero noise is to be adhered as the class walks to and waits at the Assembly Area.
7. Take roll at the Assembly Area.
8. Listen for direction from the principal.

The School needs to:

1. Notify the Fire Department by dialing 911. The Fire Department is to be notified of any fires larger in size than a wastebasket. The Fire Department should be given the following information:

Voices Morgan HIll
16505 Monterey Road
Morgan Hill, CA 95037
(408) 791-1700

Voices Franklin McKinley
715 Hellyer Avenue
San Jose, CA 95111
(408) 361-1960

Voices Mount Pleasant
14271 Story Road
San Jose, CA 95127
(408) 571-6404

Voices West Contra Costa
201 28th Street,
Richmond, CA 94804
(510) 480-0540

Voices Stockton
321 E Weber Ave
Stockton, CA 95202
(209)-455-5162

a. Exact location of the fire within the building

2. Have students and staff evacuate the building in accordance with established procedures.

Fight the fire ONLY if:

- The fire department has been notified; The fire extinguisher is in working condition
- The fire is small and is not spreading to other areas
- Escaping the area is possible by backing up to the nearest exit

Upon being notified about the fire:

- Leave the building using the designated escape routes
- Assemble in the designated area (see evacuation map)
- Remain outside until directed that it is safe to reenter

Business Manager and school support staff must:

- Disconnect utilities & equipment unless doing so jeopardizes his/her safety
- Coordinate an orderly evacuation of personnel
- Perform an accurate headcount of personnel reported to the designated area
- Determine a rescue method to locate missing personnel
- Provide the Fire Department personnel with the necessary info about the facility
- Perform assessment & coordinate weather forecast office emergency closing procedures

School support staff must:

- Ensure that all employees have evacuated the area / floor
- Report any problems to the principal/designee at the assembly area
- Assist all physically challenged employees and students in emergency evacuation

*****The principal/designee is the ONLY PERSON authorized to sign out a child in the event of ANY emergency*****

Scenario 1: Fire In Surrounding Area

This procedure addresses the situation where a fire is discovered in an area adjoining the school. The initiated response actions should take into consideration the location and size of the fire, its proximity to the school and the likelihood that the fire may affect the school.

Procedure

- The principal/designee will initiate the appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.
- The principal/designee will notify “911” and will provide the location and nature of the emergency.
- The principal/designee will instruct the Business Manager to prevent students from approaching the fire and keep routes open for emergency vehicles.
- The principal/designee will contact the local fire department and will work with the fire department to determine if school grounds are threatened by the fire, smoke, or other hazardous conditions.
- If the principal/designee issues the EVACUATE BUILDING action, staff and student will evacuate the affected building(s) using prescribed routes or other safe routes to the Assembly Area.
- In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
- The principal/designee will keep a battery-powered radio tuned to a local radio station for emergency information.
- As appropriate, the principal/designee will activate the BrightArrow Parent Alert System.
- The principal/designee will notify Team Z of the emergency situation.
- The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Fire On School Grounds

This procedure addresses situations where a fire is discovered on school grounds. A quick response to this situation is very important to prevent injuries and further property damage.

Procedure

1. Upon discovery of a fire, teachers or staff will direct all occupants out of the building, signal the fire alarm, and report the fire to the principal/designee.
2. The principal/designee will immediately initiate the EVACUATE BUILDING action. Staff and students will evacuate buildings using the prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
4. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) of the fire.
5. Attempt to suppress fires and initiate rescue procedures until the local fire department arrives ONLY if the fire is small and is not spreading to other areas and/or escaping the area is possible by backing up to the nearest exit.
6. The Business Manager will secure the area to prevent unauthorized entry and keep access roads clear for emergency vehicles.
7. A School Administrator will direct the fire department to the fire and brief fire department official on the situation.
8. The Business Manager will notify the appropriate utility company of damages.
9. The principal/designee will notify Team Z of the fire.
10. Any affected areas will not be reopened until the Santa Clara, Contra Costa, or San Joaquin County Fire Department or appropriate agency provides clearance and the principal/designee issues authorization to do so.
11. For fires during non-school hours, the principal/designee and Team Z will determine if the school will open the following day.
12. All fires, regardless of their size, which are extinguished by school personnel, require a call to the Fire Department to indicate “fire is out.”

<u>Earthquake Procedure</u>

What to Expect During an Earthquake

The first indication of a damaging earthquake may be a gentle shaking, the swaying of hanging objects or the sound of objects wobbling on shelves. You may be jarred by a violent jolt. You may hear a low, loud, rumbling noise and then feel shaking, making it very difficult

to move from one place to another. The following may occur:

- Freestanding bookshelves may topple
- Wall-mounted objects may loosen and fall
- Suspended ceiling components may fall, causing others to come down with them
- Door frames may be bent by moving walls and may jam doors shut
- Moving walls may bend window frames, causing glass to shatter, sending dangerous shards into the room
- The accompanying noise may cause considerable stress

During an actual earthquake, the signal to begin the emergency procedure is the sensation of severe quaking.

If you are NOT told to Evacuate, each teacher needs to:

Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give the DROP AND COVER command.

DUCK, or **DROP** down on the floor.

Take **COVER** under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.

HOLD onto the furniture and be prepared to move with it.
Stay in this position for at least one minute or, in a real situation, until shaking stops.

After shaking stops, check for injuries, and render first aid.
If you are instructed to evacuate, each teacher needs to:

1. Get your class roster (backpack).
2. Get the evacuation map (backpack).
3. Count your students before you leave the room.
4. Be last to leave the classroom but once out of the room get to the front of the student line.
5. Ensure that your door is open upon exiting the room.
6. Bring your emergency backpack to the outdoor Assembly Area.
7. Zero noise is to be adhered as the class walks to and waits

Staff Responsibilities

The staff responsibilities during an earthquake are slightly different from the responsibilities

during a fire drill. Please read the following carefully:

Principal or designee	Initiates fire/evacuation drill. Evacuates students. Evaluates overall campus condition and takes precautionary action. Determines if conditions warrant forming a search and rescue team to find missing students. Determines when it is safe to return to class. Follow fire / evacuation written procedures at appropriate times.
Business Manager	Calls 911. Follow fire / evacuation drill procedures at appropriate times.
Custodian	Evaluates overall campus condition and takes precautionary action. Take necessary emergency precautions with gas, electricity, etc. Reports to principal when the preceding actions are complete.
Teachers	Initiate ***drop and cover*** procedures. Follow fire/evacuation drill procedures at appropriate times.
Students	Respond to the earthquake drill in a quick, calm and orderly manner. Listen and respond quickly to all instructions from staff.
Other Personnel	Drop and cover procedures. Follow fire/evacuation plan at appropriate time. Support teachers, assist students

Re-entry into Classrooms

The principal/designee will consider the severity of the emergency. If deemed safe, students will re- enter the campus. In **drill** situations, the announcement: "**All Clear**" will be announced on the PA System/Two-way radio .

Procedures of Injured Parties

In the event that the emergency situation warrants a lockdown of the campus, injured parties should be taken to the cafeteria or designated triage area.

Release of Staff

Once the student body is as safe and secure as possible, teachers will remain with their students until the principal or designee releases staff to attend to personal situations, families and home. ***Building evacuation following an earthquake is <u>vital</u> due to secondary hazards (explosions, fire, etc.)***

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

****The principal/designee is the only person who may check out a child in the case of any emergency.****

Bomb Threat

General Information

Every person answering the telephone must understand the importance of a calm and reasonable action when a bomb threat is received. Information obtained by that person might be of great importance! Please see Appendix J for the Telephone Bomb Threat Reporting Procedure.

Person Receiving the Threat

Attempt to keep the caller on the line. Get as much information as possible from the caller. Refer to Bomb Threat Reporting Procedure and record appropriate data.

Immediately after receiving the threat, report all information to the principal or closest designee to the office. The principal or designee will coordinate procedures and make reports to the proper authorities.

Staff Responsibilities

Principal

- Assumes command of the crisis until replaced by the fire department/Sheriff's Department**.**
- Uses the bell system to signal (short bells in series) and the all-call system to announce,

"Your attention please. Your attention please. Evacuate the building – Evacuate the building."

- With the Business Manager or custodian, makes a search of the entire campus.
- Upon consultation with law enforcement/fire department (usually after inspection by law enforcement) declares the buildings to be unsafe.
- If school buildings are deemed unsafe, students will be transported (Directed Transportation) and parents will be notified.
- If the campus is inspected and declared safe, students will re-enter classrooms.

Principal's Designee

- Searches the office and reports any relevant information to the principal.
- Reports to the principal and assists as necessary.

Teachers

- Make a prompt visual search of the classroom and report any relevant information to the administration by phone, (missing students.)
- If a teacher receives a bomb threat refer to the bomb threat reporting checklist.
- Call the office and inform them of the threat. Office to call 911.
- If evacuation is ordered, **take students** to the designated evacuation area along with an emergency **backpack**.
- Leave the room unlocked and turn off lights as you leave.

Custodian

- Check all restrooms and perimeters around buildings, back and side gates.
- In the event the custodial staff is not on campus for any reason, the following backup plan will be followed: The **principal** and **principal's designee** will split the duties of the custodian.
- Will lock all gates

Intruder / Hostage Taking / Lockdown Procedure (Code Red)

If someone enters the school grounds or buildings with a deadly weapon:

1. Avoid confronting the student or gunman.
2. Notify the School principal, or his/her designee, or school office immediately.
3. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.

The school principal, or his/her designee, should follow these guidelines:

1. Notify law enforcement immediately.
2. Identify the student or gunman (if known), the student or gunman's location, and the location of the weapon.
3. Determine the level of threat. If the level of threat is high, call for additional backup.
4. Attempt to get the weapon from the gunman or student through negotiation, or take other appropriate action with the aid of local law enforcement.
5. If the level of threat is low, call the student to the office and have law enforcement take the appropriate action.

In case there is a HOSTAGE SITUATION at the school, staff should:

1. Stay Calm / Do NOT be a Hero
2. Follow instructions of the captor.
3. Cooperate; be friendly if possible; don't argue with or antagonize captor or other hostages.
4. Inform captors of medical or other needs.
5. Be prepared to wait; elapsed time is a good sign.
6. Don't try to escape; don't try to resolve the situation by force.
7. Be observant and remember everything that is seen or heard.
8. If a rescue takes place, lie on the floor and await instructions from rescuers.
9. The school principal, or his/her designee, should be responsible for the following:
10. Immediately notify law enforcement.
11. Move other students and teachers completely away from those who are in the hostage situation.
12. Keep everyone as calm as possible.
13. Be prepared to answer questions from the family.

Lockdown Procedure

If someone enters the school grounds or buildings with a deadly weapon, the staff should follow these guidelines:

1. Avoid confronting the student or gunman.
2. Notify the school principal, or his/her designee, or school office immediately.
3. Identify the student or gunman (if known), the student or gunman’s location, and the location of the weapon.

The school principal, or his/her designee, should follow these guidelines:

1. Notify law enforcement immediately.
2. Identify the student or gunman (if known), the student or gunman’s location, and the location of the weapon.
3. Determine the level of threat. If the level of threat is high, call for additional backup.
4. Give the “Lockdown Order” to all Teachers.

Classroom Teacher Should:

1. Lock the classroom door when the “Lockdown Order” is given.
2. Barricade the door and any entrance to the classroom
3. Build a separate barricade for the students to hide behind
4. Quiet the students
5. Take roll
6. Wait for the “All Clear” order

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Armed Assault on Campus

An **Armed Assault on Campus** involves one or more individuals who attempt to take hostages or cause physical harm to students and staff. Such an incident may involve individuals who possess a gun, a knife or other harmful device.

Procedure

1. Upon first indication of an armed assault, personnel should immediately call "911" and then notify the principal/designee.
2. The principal/designee will initiate the appropriate Immediate Response Action(s), which may include SHELTER-IN-PLACE, LOCKDOWN, EVACUATE BUILDING or OFF-SITE EVACUATION.
   For campuses located in Santa Clara County, if there is an active shooter on campus, students and staff should immediately utilize the Run, Hide, Defend protocol.
   **Run, Hide, Defend is to be used for students in 3rd grade and above. For 2nd grade and below, the appropriate response should be determined by on-scene school staff.
   ** A pre-determined meeting point should not be established
3.
4. The principal/designee will call "911" and provide the exact location and nature of the incident. The principal/designee should designate a person to remain online with Police if safe to do so. If there is an assigned officer on campus, they shall be notified.
5. Staff should take steps to calm and control students, and if safe to do so, attempt to maintain separation between students and the perpetrator.
6. Staff should maintain order in all areas of assembly or shelter, and should await the arrival of law enforcement.
7. After the perpetrator(s) has been neutralized, the principal/designee will conduct a headcount of students and staff, and will notify law enforcement of any missing persons.
8. The school staff will work with local authorities to ensure injured students and staff receive medical attention.
9. The Business Manager will control all points of entry to the school.
10. The principal/designee will prepare a verified list of casualties, and the locations to which they were transported. The Principal/designee will work with the local Police Department ensure the notification of parents and family members.
11. All media inquiries will be referred to the principal/designee and local Police Department.
12. The principal/designee will debrief staff and school police officers.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Drive-by Shooting

With the availability of weapons and the increase in gang activity, it is possible that a drive-by shooting could occur at or near a school site. The immediate concern is the safety of students and staff.

If you suspect that shots may be fired from a passing vehicle:

1. Have staff and students lie flat on the ground and keep as low as possible.
2. If safe, look at the vehicle, try to identify:
    a. License plate number
    b. Type of vehicle
    c. Occupants
    d. Weapons

Immediately after the vehicle is gone:

1. Contact School Office
2. Office Staff will call 911
3. Principal/Designee will order Secure Building
4. Assess injuries, if any.
5. Have students move safely and quickly to their classrooms.
6. Do not move those seriously injured unless imminent danger exists. If the injured are ambulatory, move them to a safe shelter.
7. Immediately notify the office of the situation and report the extent of any injuries.
8. Stay with the injured until emergency services arrive.
9. Assist the authorities with as much detail as possible.
10. Alert Team Z of the incident.
11. If the media arrives, they should be directed to the CEO.

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STAY CALM.

Severe Weather

Flood

If Indoors:

- Be ready to evacuate as directed by the principal and/or the designated official
- Follow the recommended primary or secondary evacuation routes

If Outdoors:

- Climb to high ground and stay there
- Avoid walking or driving through flood water
- If car/bus/van stalls, abandon it immediately and climb to a higher ground

Tornado

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following safe places:
  - Small interior rooms on the lowest floor and without windows
  - Hallways on the lowest floor away from doors and windows
  - Rooms constructed with reinforced concrete, brick or no windows
  - Stay away from outside walls & windows
  - Use arms & protect head & neck
  - Remain sheltered until the tornado threat is announced to be over

Extended Power Loss

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and affecting sensitive equipment
- Facilities with freezing temperatures should turn off and drain the following lines in the event of a long term power loss:
  - Fire sprinkler system
  - Standpipes
  - Potable water lines
    - Toilets
- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids or provided with auxiliary heat sources

Upon Restoration of Heat & Power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensation from forming on circuitry
- Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on

Poisoning, Chemical Spills, Hazardous Materials Safety

Poisoning

If a student ingested a poisonous substance:

- Call **Poison Control Center Link Line 1-800-222-1222**. Take appropriate first aid measures.
- Call parents.
- Notify principal/designee.

When a large chemical spill has occurred:

- Immediately notify the principal or his/her designee
- Contain the spill with available equipment
- Secure the area & alert other site personnel
- Do not attempt to clean the spill unless trained to do so
- Attend to injured personnel & call the medical emergency number if required
- Call a local spill cleanup company or the Fire Department to perform a large chemical spill cleanup
- Evacuate building as necessary

When a small chemical spill has occurred:

- Notify the principal or his/her designee
- If toxic fumes are present, secure the area to prevent other personnel/students from entering
- Small spills must be handled in a safe manner, while wearing the proper PPE
- Review general spill cleanup procedures

Name of Spill Cleanup Company: **County of Santa Clara – Dept. of Environmental Health (408) 918-3400, Contra Costa Health Services (408) 925-335-3200, San Joaquin County - Dept. of Environmental Health (209) 468-3439**

Hazardous Substances

Hazardous Substances include the following, but is not limited to the following:

Gasoline	Lacquer Thinner
Solvents	Paint
Motor Oil	Agricultural Spray
Diesel Fuel	Paint Thinner
Kerosene	Stain
Anti-Freeze	Brake Fluid

Airborne Gasses/Fumes

Always call for assistance and:

- Extinguish all ignition sources
- Shut off main emergency switch to fuel pump, if appropriate
- Move appropriate fire extinguishing equipment to area
- If possible, contain the spill to prevent further contamination

Move people/personnel away or evacuate from contaminated area

Biological / Chemical Attack

A **Biological or Chemical Release** is an incident involving the discharge of a biological or chemical substance in a solid, liquid or gaseous state. Such incidents may also include the release of radioactive materials. Common chemical threats within or adjacent to schools include the discharge of acid in a school laboratory, an overturned truck of hazardous materials in proximity of the school, or an explosion at a nearby oil refinery or other chemical plant.

The following indicators may suggest the release of a biological or chemical substance: Multiple victims suffering from watery eyes, twitching, choking or loss of coordination, or having trouble breathing. Other indicators may include the presence of distressed animals or dead birds.

This procedure deals with three possible scenarios involving the release of biochemical substances: Scenario 1 - Substance released inside a room or a building; Scenario 2 - Substance released outdoors and localized; and Scenario 3 - Substance released in the surrounding

community. It is necessary to first determine which scenario applies and then implement the appropriate response procedures listed below.

Procedure

Scenario 1: Substance Released Inside a Room or Building

1. The principal/designee will initiate the EVACUATE BUILDING action. Staff will use designated routes or other alternative safe routes to an assigned Assembly Area, located upwind of the affected room or building.
2. The principal/designee will call "911" and the **California Emergency Management Agency, State Warning Center 1-800-852-7550** and will provide the exact location (e.g., building, room, area) and nature of emergency.
3. The principal/designee will notify Team Z of the situation.
4. The principal/designee will instruct school staff to isolate and restrict access to potentially contaminated areas.
5. The Business Manager will turn off local fans in the area of the release, close the windows and doors, and shut down the building's air handling system.
6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). The Business Manager should assess the need for medical attention.
7. The Business Manager will prepare a list of all people in the affected room or contaminated area, specifying those who may have had actual contact with the substance. The Business Manager will provide the list to the principal/designee and the emergency response personnel.
8. Any affected areas will not be reopened until the Santa Clara County/Contra Costa County/San Joaquin County HazMat or appropriate agency provides clearance and the principal/designee gives authorization to do so.

Scenario 2: Substance Released Outdoors and Localized

1. The principal/designee will immediately direct staff to remove students from the affected areas to an area upwind from the release. The principal/designee will, if necessary, initiate the EVACUATE BUILDING action.
2. The Business Manager will establish a safe perimeter around the affected area and ensure personnel do not reenter the area.
3. The principal/designee will call "911" and the California Emergency Management Agency, **State Warning Center 1-800-852-7550** and will provide the exact location and nature of the emergency.
4. The principal/designee will notify Team Z of the situation.
5. The Business Manager will turn off local fans in the area of the release, close the

windows and doors and shut down the air handling systems of affected buildings.

6. Persons who have come into direct contact with hazardous substances should have affected areas washed with soap and water. Immediately remove and contain contaminated clothes. Do not use bleach or other disinfectants on potentially exposed skin. Individuals that have been contaminated "topically" by a liquid should be segregated from unaffected individuals (isolation does not apply to widespread airborne releases). The Business Manager should assess the need for medical attention.
7. The Business Manager will prepare a list of all people in areas of contamination, especially those who may have had actual contact with the substance. The Business Manager will provide the list to the principal/designee and the emergency response personnel.
8. Any affected areas will not be reopened until the appropriate agency provides clearance and the principal/designee gives authorization to do so.

Scenario 3: Substance Released in Surrounding Community

1. If the principal/designee or local authorities determine a potentially toxic substance has been released to the atmosphere, the principal/designee will initiate SHELTER-IN-PLACE.
2. Upon receiving the SHELTER-IN-PLACE notification, the Business Manager will turn off local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
3. Staff and students located outdoors will be directed to proceed immediately to nearby classrooms or buildings (e.g., auditorium, library, cafeteria, gymnasium). Teachers should communicate their locations to the principal/designee, using the PA System/Two-way radio or other means without leaving the building.
4. The principal/designee will call "911", and the California Emergency Management Agency, State Warning Center 1-800-852-7550 and will provide the exact location and nature of the emergency.
5. The principal/designee will notify Team Z of the situation.
6. The principal/designee will turn on a radio or television station to monitor information concerning the incident.
7. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance, or staff is otherwise notified by the principal/designee.

Pandemic Influenza

During an influenza pandemic, social distancing measures to limit the spread of the disease will include limited public gathering, canceling public events and closing public gathering places including schools, in coordination with local and state officials.

The pandemic cycle may repeat multiple times for a period of up to two years.

Level III Prevention: Schools are open

- Normal School Activities with:
  - Prevention Communications
  - Prevention & Mitigation Activities
  - Pre Planning Activities
  - Implementation of disinfecting protocols
  - Implementation of individual control measures and screening
  - Implementation of physical distancing guidelines
  - Training staff & students on how to limit the spread of COVID-19 and Promoting Healthy Hygiene Practices
  - Implementation of COVID-19 Testing and Reporting Procedures

Level II Preparedness: Schools prepare for closure

- Plan for Continuity of Operations
- Plan for Continuity of Education
- Communication Plans
- Home learning/work Preparation Activities

Level I Response: Schools close

- Warning Phase:
  - Social Distancing
  - Minimum Days
  - No Extra-Curricular Activities
- Schools Close
  - Implement Continuity Plans

Level III Recovery & Prevention: Schools reopen

- Return to a “new normal”
- Establish routines
- Begin psychological recovery activities

Radiation Threat

A radiation threat, often called a "dirty bomb," is the use of common explosives to spread radioactive materials over a targeted area.

- If you are outside, cover your nose and mouth and quickly go inside a building that has not been damaged.
- If you are INSIDE, close windows and doors; turn off air conditioners, heaters or other ventilation systems.
- Steps for self-decontamination:
  - REMOVE YOUR CLOTHES and put them in a sealed plastic bag.
  - WASH SKIN as thoroughly as possible with lukewarm water.
  - LISTEN TO RADIO/PA System/Two-way radio for other instructions.

Air Pollution/Smog

Individuals Whom it May Affect

It is recommended that protective measures be taken by sensitive persons. These are persons with chronic lung disease or asthma, the elderly, the chronically ill and exercising children and adults.

Protective Actions

- Avoid strenuous outdoor physical activity during an episode.
- Avoid exertion or excitement, which will increase breathing rate.
- Plan indoor activities for students.
- Outdoor activities should be restricted beginning at stage two or when the media announces a bad air day.
- Remain indoors until the episode ends. Keep doors and windows closed, as indoor concentrations of ozone are about one-half that of outdoor levels.
- Use the air conditioner to recirculate indoor air and keep cool. High temperatures may add stress to the pollutant effects.
- Avoid aerosols, dust, fumes, and other irritants. Reduce activities such as cooking or cleaning, which produce irritants to the nose, eyes, and lungs.
- Avoid traffic-congested areas where pollutants are being generated, if you must go outside.
- During air pollution seasons, use the cooler morning hours for outdoor activities.
- Expect severity of symptoms to increase as ozone levels increase (coughing, wheezing, shortness of breath, headaches, chest discomfort and pain, etc.).
- If we are notified, via the health department/Team Z, that it is unhealthful for students to be outside, you will be notified, via the all-call system, that recesses are canceled.
- We will follow the “rainy day” schedule for lunch

AQI Basics for Ozone and Particle Pollution

Daily AQI Color	Levels of Concern	Values of Index	Description of Air Quality
Green	Good	0 to 50	Air quality is satisfactory, and air pollution poses little or no risk.
Yellow	Moderate	51 to 100	Air quality is acceptable. However, there may be a risk for some people, particularly those who are unusually sensitive to air pollution.
Orange	Unhealthy for Sensitive Groups	101 to 150	Members of sensitive groups may experience health effects. The general public is less likely to be affected.
Red	Unhealthy	151 to 200	Some members of the general public may experience health effects; members of sensitive groups may experience more serious health effects.
Purple	Very Unhealthy	201 to 300	Health alert: The risk of health effects is increased for everyone.
Maroon	Hazardous	301 and higher	Health warning of emergency conditions: everyone is more likely to be affected.

Stage 1: Advisory/Alert

- MODIFY WORK PROGRAM to reduce activities that increase your respiration rate.

- REDUCE VEHICLE USE. Curtail work-related driving and carpool to and from work. Encourage students to bike, walk or carpool to school.

Stage 2: Warning

- IF AT HOME, REMAIN HOME. Sites will be closed until the principal or his/her designee is notified that the warning is terminated. Await instructions from your supervisor.
- IF AT WORK, REMAIN AT WORK until released by the principal or his/her designee.

Stage 3: Declared Emergency

- IF AT HOME, REMAIN HOME. Sites will be closed until the principal or his/her designee is notified that the emergency is over. Await instructions from your supervisor.
- IF AT WORK, REMAIN AT WORK until released by the principal or his/her designee.

Fallen Aircraft

This procedure addresses situations involving an **Aircraft Crash** on or in proximity to school property. If a crash results in a fuel or chemical spill on school property refer to the section on Biological or Chemical Release. If a crash results in a utility interruption, refer to the section on Loss of Power.

Procedure

1. The principal/designee will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION as described in the *"Immediate Response Actions"* section.
2. If the principal/designee issues the EVACUATE BUILDING action, staff and students will evacuate the buildings using prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.
4. The principal/designee will call "911" and the Police and will provide the exact location (e.g., building or area) and nature of emergency.
5. If on school property, the Business Manager will secure the crash area to prevent unauthorized access. If the crash results in a fuel or chemical spill on school property, refer to the section titled:

"Poisoning, Chemical Spills, Hazardous Materials Safety Procedures". If the crash results in a utility interruption, refer to the section on Loss of Power.

6. The principal/designee will direct the Business Manager to organize fire suppression activities until the Fire Department arrives.

7. The Business Manager will check injuries to provide appropriate first aid.
8. The principal/designee will call the office of Team Z.
9. Any affected areas will not be reopened until the Santa Clara County/Contra Costa County HazMat Compliance Division or appropriate agency provides clearance and the principal/designee issues authorization to do so.
10. If it is unsafe to remain on campus, the principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

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STAY CALM.

Explosion

This section addresses four possible scenarios involving an **Explosion/Risk of Explosion**: Scenario 1 - Explosion on school property; Scenario 2 – Risk of explosion on school property; Scenario 3 - Explosion or risk of explosion in a surrounding area, and Scenario 4 – Nuclear blast or explosion involving radioactive materials. *[A nuclear blast is characterized by a sequence of intense light and heat, air pressure wave, expanding fireball, and subsequent radioactive fallout.]*. It is necessary to first determine which scenario applies and then implement the appropriate response procedures. For “Bomb Threats”, refer to the appropriate section.

Procedure

Scenario 1: Explosion on School Property

1. In the event of an explosion, all persons should initiate DUCK AND COVER.
2. The principal/designee will consider the possibility of another imminent explosion and take appropriate action.
3. After the explosion, the principal/designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE, EVACUATE BUILDING or OFF-SITE EVACUATION.
4. Evacuation may be warranted in some buildings and other buildings may be used as shelter.
5. In the event of an evacuation, staff and students will use prescribed routes or other safe routes and proceed to the Assembly Area.
6. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Business Manager of missing students.
7. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) and nature of emergency.The Business Manager will check for injuries and provide appropriate first aid.Staff should attempt to suppress fires with extinguishers. Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary

combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.

8. The Business Manager will notify the appropriate utility company of any damages to water lines, sewers, power lines and other utilities.
9. The principal/designee will notify Team Z of the situation. The Business Manager will post guards a safe distance away from the building entrance to prevent persons entering the school buildings.
10. When it is determined safe to enter affected areas, the principal/designee will advise the Business Manager to initiate search and rescue activities.
11. The principal/designee will contact the Local Fire Department to ensure buildings are safe for reoccupancy.
12. Any areas affected by the explosion will not be reopened until the appropriate agency provides clearance and the principal/designee gives authorization to do so.
13. The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions

Scenario 2: Risk of Explosion on School Property

1. The principal/designee will initiate appropriate Immediate Response Actions, which may include DUCK AND COVER, SHELTER-IN-PLACE, EVACUATE BUILDING, or OFF-SITE EVACUATION.
2. If the principal/designee issues EVACUATE BUILDING action, staff and students will evacuate the building using prescribed routes or other safe routes to the Assembly Area.
3. In the event of an evacuation, Teachers will bring their student roster and take attendance at the Assembly Area to account for students. Teachers will notify the Assembly Area Team of missing students.
4. The principal/designee will call “911” and will provide the exact location (e.g., building, room, area) and nature of emergency.
5. Staff should attempt to suppress fires with extinguishers. Note: Ensure the use of proper type of extinguishers, i.e. Class A, B or C for ordinary combustibles; Class B or C for fires involving flammable liquids; or Class C only for fires involving electrical equipment.
6. The principal/designee will advise the Business Manager to initiate rescue operations.
7. The Business Manager will notify the appropriate utility company of any damages to water lines, sewers, power lines and other utilities.
8. The principal/designee will notify Team Z of the situation.
9. All affected areas will not be reopened until the appropriate agency provides clearance and the principal/designee issues authorization to do so.
10. In the event of an explosion on campus, refer to procedures listed under Scenario 1 above.
11. The principal/designee will initiate an OFF-SITE EVACUATION if warranted by changes in conditions.

Scenario 3: Explosion or Risk of Explosion in Surrounding Area

1. The principal/designee will initiate the SHELTER-IN-PLACE response action.
2. The principal/designee will notify "911" and will provide the exact location (e.g., building, area) and nature of emergency.
3. The principal/designee will take further actions as needed.
4. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the principal/designee issues further instructions.

Scenario 4: Nuclear Blast or Explosion Involving Radioactive Materials

1. The principal/designee will initiate the SHELTER-IN-PLACE response action.
2. When sheltering, personnel should try to establish adequate barriers or shielding (e.g. concrete walls, metal doors) between themselves and the source of the blast or explosion, and should avoid sheltering near exterior windows.
3. The principal/designee will notify "911" and provide details on the area and personnel affected at the school.
4. After the initial blast, remove students from rooms with broken windows, extinguish fires, provide first aid, and relocate students from upper floors if possible.
5. The Business Manager will turn off the school's main gas supply, local fans in the area; close and lock doors and windows; shut down all buildings' air handling systems; seal gaps under doors and windows with wet towels or duct tape; seal vents with aluminum foil or plastic wrap, if available; and turn off sources of ignition, such as pilot lights.
6. The principal/designee will monitor radio or television announcements and initiate further actions as appropriate.
7. At the principal/designees discretion, and only if safe to do so, designated personnel should attempt to distribute emergency supplies including food and water.
8. The school will remain in a SHELTER-IN-PLACE condition until the appropriate agency provides clearance and the principal/designee issues further instructions.

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STAY CALM.

Unlawful Demonstration / Walkout

An unlawful demonstration / walkout is any unauthorized assemblage on or off campus by staff or students for the purpose of protest or demonstration.

Procedure

1. Upon indication that an unlawful demonstration or walkout is about to begin,

personnel should immediately notify the principal/designee.
2. The principal/designee will initiate appropriate Immediate Response Actions, which may include SHELTER-IN-PLACE.
3. The principal/designee will notify Team Z to request assistance and will provide the exact location and nature of the emergency.
4. The Business Manager will immediately proceed to the Main Gate to control student ingress and egress. Each person entering or leaving the campus shall be required to sign his/her name, and record address, telephone number and time entered or departed. The Main Gate should not be locked, as a locked gate may create a serious hazard for students leaving or attempting to re-enter the campus.
5. If students leave the campus, the Business Manager, in consultation with the principal/designee, will designate appropriate staff members to accompany them. These staff members will attempt to guide and control the actions of students while off site.
6. Students not participating in the demonstration or walkout should be kept within their classrooms until further notice by the principal/designee. Teachers will close and lock classroom doors. Students and staff should be protected from flying glass in the event windows are broken, by closing drapes and venetian blinds in rooms so equipped.
7. The principal/designee should keep an accurate record of events, conversations and actions.
8. All media inquiries will be referred to the principal/designee.
9. The principal/designee should proceed in good judgment on the basis of police or other legal advice, in taking action to control and resolve the situation.
10. The principal/designee will notify parents of the incident, as appropriate.

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Emergency Drills

The school is proactive when it comes to the safety of staff and students. The school will conduct fire drills, earthquake drills, and Lock Down/Code Red drills (intruder on campus) on a regular basis.

Earthquake Drill Procedure

Earthquakes strike without warning and the major shock is usually followed by numerous aftershocks, which may last for weeks or months. An earthquake's effect on buildings will vary from building to building.

The major threat of injury during an earthquake is from falling objects and debris and many injuries are sustained while entering or leaving buildings. Therefore, it is important to remain inside the building and quickly move away from windows, glass, partitions, and shelves. In the case of an earthquake, the following procedures should be followed:

Drop procedure – As used in this article, "drop procedure" means an activity whereby each student and staff member takes cover under a table or desk, dropping to his or her knees, with the head protected by the arms, and the back to the windows. A drop procedure practice shall be held at least once each school quarter in elementary schools and at least once a semester in secondary schools.

1. **In the event of an earthquake alarm, if you are NOT told to Evacuate, each student, teacher and other employee needs to begin the Drop Procedure of DUCK, COVER and HOLD.**

    1. Take cover under a sturdy desk or table, in a doorway, or against an inside wall until the shaking stops. Give the DROP AND COVER command.
        - DUCK, or DROP down on the floor.
        - Take COVER under a sturdy desk, table or other furniture with backs to the windows. Protect head and neck with arms.
        - HOLD onto the furniture and be prepared to move with it.
        - Stay in this position for at least one minute or, in a real situation, until shaking stops.
    2. After shaking stops, check for injuries, and render first aid.

2. **Evacuation**

    An Evacuation should NEVER be automatic. Evacuations shall occur when directed over the walkie- talkies by the principal/designee.

    If you are instructed TO evacuate, each teacher needs to:

    1. Get your class roster (clipboard).
    2. Get the evacuation map (clipboard).
    3. Count your students before you leave the room.
    4. Ensure that your door is open upon exiting the room.
    5. Bring your emergency backpack to the outdoor Assembly Area.
    6. Zero noise is to be adhered as the class walks to and waits at the Assembly Area.
    7. Take roll at the Assembly Area.
    8. Listen for direction from the principal/designee.

    When evacuations are included as part of the drill, appropriate non hazardous alternate routes, avoiding building overhangs, electrical wires, large trees, covered walkways, etc, shall be utilized by staff and students in order to reach the designated evacuation areas.

Teachers take roll once in the evacuation area. Any missing students are immediately reported to the principal/designee.

3. **All Clear:**

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more.

- Missing students are reported to the attendance office.

There may be more danger outside the building than there is inside. If administrative directions are not forthcoming, the teacher will be responsible for assessing the situation and determining if an evacuation is required.

Predetermined evacuation areas should be in open areas, without overhead hazards and removed from potential danger spots (covered walkways, large gas mains, chain linked fences [electric shock potential]).

Make it clear that a post-earthquake route differs from a fire evacuation route, and that appropriate non-hazardous alternate routes may be needed.

Fire Drill Procedure

Principals shall hold fire drills at least once a month in all elementary schools. The principal or designee shall keep a copy of each drill conducted on the Safety Drill Schedule.

1) Evacuation:

Whenever the alarm is given, all students, teachers and other employees shall quickly leave the building in an orderly manner. Teachers shall ascertain that no student remains in the building.

Designated evacuation routes shall be posted in each room. Teachers shall be prepared to select alternate exits and direct their classes to these exits in the event the designated evacuation route is blocked.

Evacuation areas will be established away from fire lanes.

Students are to remain with their teacher in the evacuation area. Teachers shall take their roll books, take roll once in the evacuation area and be prepared to identify missing students to administrators and/or fire marshals/designees.

Standards for a Successful Fire Drill:

1. The Fire Alarm can be heard by all staff and students.
2. Orderly evacuation begins immediately and is completed within 5 minutes of the initial alarm, with minimal congestion at exit gates.
3. Teachers and students are staged in an orderly fashion away from fire lanes.
4. Teachers have taken roll once in the evacuation area. Any missing students are immediately reported to the principal/designee.

Upon sounding of the all clear students and staff return to their appropriate classroom and the teacher takes roll once more. Missing students are reported to the attendance office.

Shelter-in-Place

A Shelter-In-Place indicates that an emergency that requires students and staff to remain inside has occurred.

Signal: The signal for the "Shelter-In-Place" drill is the following PA/two-way radio announcement.

"YOUR ATTENTION PLEASE. BECAUSE WE HAVE RECEIVED INFORMATION REGARDING A HAZARD IN THE COMMUNITY, WE ARE INSTITUTING SHELTER-IN-PLACE PROCEDURES. REMEMBER, THIS MEANS STUDENTS AND STAFF ARE TO REMAIN INSIDE THE BUILDING AWAY FROM OUTSIDE AIR WITH WINDOWS AND DOORS SECURELY CLOSED AND AIR CONDITIONING UNITS TURNED OFF. ALL STUDENTS AND STAFF THAT ARE OUTSIDE ARE TO IMMEDIATELY MOVE TO THE PROTECTION OF AN INSIDE ROOM. AS SOON AS WE HAVE FURTHER INFORMATION, WE WILL SHARE IT WITH YOU."

Procedure:

1. When the announcement has been given, all classes will remain in their rooms.
2. Physical education classes will proceed into the gym.
3. Students should be arranged in the shelter area so as to enable them to assume a "**Duck and Cover**" position on command given by the teacher in charge.
4. Move students to the most protected areas in the room.
5. Have students face away from windows and keep their backs toward windows.
6. Close all doors and windows. If possible, cover windows by lowering blinds, closing slots, drawing curtains, or pulling shades.
7. Turn off gas, lights, power equipment, and appliances. All personnel must remain in the shelter area until further instructions are received from official sources.

This action is taken when the threat of violence or gunfire is identified or directed by law

enforcement and it is necessary to prevent the perpetrator(s) from entering occupied areas. During Lockdown, students are to remain in the classrooms or designated locations at all time.

The difference between Shelter-in-Place and Lockdown is that the former involves shut down of the HVAC systems, and allows for the free movement of students within the building.

REMEMBER- Students will model their emotional reaction after yours.
STAY CALM.

Description of Action

1. The principal will make the following announcement on the PA System/Two-way radio . If the PA System/Two-way radio is not available, the principal will use other means of communication, i.e., sending messengers to deliver instructions. The principal should be calm, convey reassuring comments that the situation is under control and give clear directions.

> "YOUR ATTENTION PLEASE. WE HAVE AN EMERGENCY SITUATION AND NEED TO IMPLEMENT LOCKDOWN PROCEDURES. TEACHERS ARE TO LOCK CLASSROOM DOORS AND KEEP ALL STUDENTS INSIDE THE CLASSROOM UNTIL FURTHER NOTICE. DO NOT OPEN THE DOOR UNTIL NOTIFIED BY AN ADMINISTRATOR OR LAW ENFORCEMENT. IF OUTSIDE, STUDENTS AND STAFF ARE TO PROCEED INSIDE THE NEAREST BUILDING OR CLASSROOM."

2. If inside, teachers will instruct students to lie on the floor, lock the doors, and close any shades or blinds if it appears safe to do so.
3. If outside, students will proceed to their classrooms if it is safe to do so. If not, teachers or staff will direct students into nearby classrooms or school buildings (e.g., auditorium, library, cafeteria, gymnasium).
4. Teachers and students will remain in the classroom or secured area until further instructions are given by the principal or law enforcement.
5. The front entrance is to be locked and no visitors other than appropriate law enforcement or emergency personnel, have to be allowed on campus.

Staff Responsibilities during a Lockdown

Principal/designee	Announces Lockdown procedure on the PA System/Two-way radio . Ensures doors are locked in all buildings.

Business Manager	Calls 911. Locks the office door. Keep phone lines open.
Custodian	Locks all gates to campus.
Teachers	Lock the classroom door and remain with students. Take roll, list all students missing from class and identify their locations (RSP, Speech, absent, etc.). Notify the office, by phone **ONLY** if they have "lost" children on campus i.e. went to the bathroom, were en-route to the office **OR** if they have a "loose"child from another class.
Students	Respond to campus security drills in a quick and orderly manner. Listen and respond quickly to all instructions from staff. Students at recess, report to the cafeteria. Stay in seats and remain quiet. Stay away from windows.

No one leaves the classroom!

The end of the Lockdown will be announced over the PA System/Two-way radio .**DO NOT use cell phones to contact the office or outside community. Teachers and staff should not initiate contact with parents.**

Interactions with the Media

The Chief Executive Officer (CEO) shall be the first point of contact for all media inquiries. If a staff member, other than the CEO, receives a request from the media, the staff member shall refer the media to the CEO.

Any staff members wishing to initiate a story with the media shall consult with the CEO prior to contacting the media.

Appendices

A. Monthly School Site Safety Checklist

On a monthly basis, the principal/designee will complete the following Monthly School Site Safety Checklist, with the assistance of a Voices staff member onsite. **This Checklist is to be completed to ensure that personnel at each school site are complying with the Voices (& State/Federal) School Site Safety policies & procedures.** The principal, Business Manager and Dean of Culture or Parent Liaison have critical roles to play in ensuring compliance with the Voices School Site Safety procedures and policies.

Safety Administrative Review	
School Name:	**Date:**
Follow-up Review (Noted in RED)	**Date:**

Exterior Areas:

- ⬜ Are exterior premises equipped with appropriate signage that provides warnings, facility use restrictions, and other relevant information?
- ⬜ Are parking areas paved, striped, and signed as appropriate, and free of vehicles parked in unauthorized locations?
- ⬜ Are paved surfaces, such as parking lots, sidewalks, and courtyards, free of hazardous conditions or deterioration?
- ⬜ Is turf in good condition; is landscape well-groomed and free of overhang, concealment, or other potential hazards?
- ⬜ Does the site drainage system appear to effectively remove irrigation and storm water runoff and prevent standing water or unacceptable erosion?
- ⬜ Is fencing provided, and are fences and gates of an appropriate type and condition?

Findings:	
Correction	

Building Conditions:

- ⬜ Do interior and exterior lighting appear to be adequate, and are lighting fixtures in good condition?

- ⬜ Does building structures and finish materials appear to be in good condition and free of visible deterioration?
- ⬜ Is the building free of substandard or improvised construction?
- ⬜ Do doors, windows, and glass appear to be of an appropriate type and condition?
- ⬜ Was the building free of apparent leaks or other obvious water intrusion?
- ⬜ Do walls and ceilings appear to be of an appropriate type and condition?
- ⬜ Are floors and floor coverings of an appropriate type and condition?
- ⬜ Are stairs and ramps in good condition and equipped with handrails where required?
- ⬜ Are movable walls and partitions in good condition, properly inspected, and maintained?
- ⬜ Is there a written plan detailing what to do in the event of a leak and liquid damage?

Findings:	
Correction	
Action taken	

Doors, Exits, and Means of Egress:

- ⬜ Are exits and exit paths unobstructed and regularly inspected, and are doors free of inappropriate locks?
- ⬜ Are “EXIT” and “NOT AN EXIT” signs installed?
- ⬜ Is emergency lighting provided as required, and is it properly maintained?
- ⬜ Is the site's emergency evacuation map posted near all classroom and/or office doors?
- ⬜ Are doors and curtains inspected, functional, and properly maintained

Findings:	
Correction	
Action Taken	

Assembly Areas:

- ⬜ Is the occupancy limit conspicuously posted and strictly observed in each assembly area?
- ⬜ Are seating systems in good condition and equipped with guardrails where required?
- ⬜ Are stages free of idle storage or inappropriate use, and is the edge of the stage readily visible to prevent fall incidents?

Findings:	
Correction	
Action Taken	

Emergency Action Equipment & Systems:

- ⬜ Are the appropriate types of fire extinguishers properly installed, unobstructed, inspected on a monthly and annual basis, and equipped with service tags?
- ⬜ Are fire sprinkler systems in good condition and properly certified and inspected; are sprinkler heads and valves/risers unobstructed and properly identified; and are fire department pumper connections equipped with protective caps?
- ⬜ Are alarm systems installed and tested on a regular basis, and are pull stations and alarm panels unobstructed?
- ⬜ Are employees familiar with the location and operation of alarm and fire protection systems, and are employees familiar with their duties and responsibilities in an emergency?
- ⬜ Is emergency communication and broadcast equipment available, such as public announcement systems and radios?
- ⬜ Is someone immediately available at all times (24 hours,7 days) with authorization to call and bring in professional cleanup and restoration companies?
- ⬜ Is the supply of spill response and pipe repair materials complete, readily accessible and checked at least quarterly?
- ⬜ Are pipe diagrams or prints up-to-date and showing the location of valves for all liquid-carrying systems? Isometric drawings are very beneficial.
- ⬜ Are valves placarded or tagged for easy identification?
- ⬜ Are shutoff valves “exercised” (closed, reopened and lubricated as needed) at least annually to verify they can be quickly closed during an emergency?

Findings:	
Correction	

Mechanical and Utility Systems:

- ⬜ Are electrical panels and utility shut off switches and valves unobstructed, properly labeled or identified, and protected from tampering; and do visible system components appear to be in good condition?
- ⬜ Are electrical wiring systems in good condition; is live wiring properly capped and concealed; and is wiring free of damage or improper usage?
- ⬜ Are electrical power cords and extension cords properly placed and free from damage or inappropriate use?
- ⬜ Chemicals and Chemical Storage
- ⬜ Are hazardous chemicals properly stored?
- ⬜ Are all containers holding hazardous materials properly labeled with the chemical name and an appropriate hazard warning?
- ⬜ Are all chemicals reviewed prior to use, and do employees refrain from bringing in household chemicals?

⬜ Are employees familiar with the location and use of Safety Code Sheets?

Findings:	
Correction	

Housekeeping and Storage Practices:

⬜ Are storage areas uncluttered with adequate aisles maintained, and is overhead storage secured with sufficient clearance to the ceiling or sprinkler heads?
⬜ Are mechanical and electrical utility rooms free of inappropriate storage?
⬜ Are shelving units anchored to the wall or floor to prevent falling?
⬜ Are heavier items stored within the optimum lifting zone to prevent topheavy arrangements or lifting injuries, and are bulky items stored on lower shelves or on the floor?
⬜ Are landings and stairs free of storage?
⬜ Are the premises free of the accumulation of trash, debris, or the unsafe storage of combustibles?
⬜ Are important records and other sensitive items secured and stored above the floor or ground level to prevent water damage?
⬜ Does the staff have immediate access to a spill response cart/supplies and emergency pipe repair supplies?
⬜ Are housekeeping personnel instructed to immediately notify maintenance when any types of dripping, leakage or clogged drains are found

Findings:	
Correction:	
Action Taken	

Disabled Access:

⬜ Are an appropriate number of parking spaces designated for disabled persons, and are they properly designed, constructed, and signed?
⬜ Are accessible routes to the building provided, and are at least half of the entrances accessible to disabled persons?
⬜ Is signage provided at entrances, facilities, or other non-accessible services to direct disabled persons to entrances, facilities, or services that are accessible?
⬜ Are doorways designed to facilitate the passage of wheelchairs?
⬜ Are access ramps properly designed, constructed, and equipped with guardrails and non-slip surfacing?
⬜ Are an appropriate number of restrooms designed to accommodate persons with disabilities?
⬜ Are stages and other multi-leveled areas accessible to persons in wheelchairs?
⬜ Are other fixtures and services accessible to persons with disabilities?

Findings:	
Correction	

General Conditions – Other:

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

Findings:	
Correction	

Classroom and Office Section:

- ⬜ Are classroom decorations displayed in a safe and acceptable manner?
- ⬜ Is furniture installed and oriented in a safe and secure manner and free of apparent hazards?
- ⬜ Are tall bookshelves and cabinets secured to the wall or floor to prevent them from tipping over?
- ⬜ Are electrical power cords and extension cords properly placed and free of inappropriate use or other apparent hazards?
- ⬜ If applicable, are toys and playthings in good condition and regularly sanitized?
- ⬜ Are classrooms and offices otherwise free of apparent hazards or concerns?

Office:

- Are the names and phone numbers for professional cleanup and restoration companies readily available?
- Is someone available on all shifts trained to respond immediately to any leak?

Cafeteria:

Boys Restroom:

Girls Restroom:

Staff Restroom:

Classrooms:

1. **Observation #1:**
2. **Observation #2:**

Findings will need to be corrected no later than _____.
I have scheduled your next follow-up review on _____.

_____ _____

BM Signature Date

_____ _____

Administrator Signature Date

Maintenance and Repair Log

Maintenance and Repair Log

Date/Time	Reason for Action (Regular Maintenance or Discovery of Problem)	If problem, Description of Action Required	Location/Item to be Repaird	Explain what was done	Referred to (Name of company, if any)	Verified by:

Unsafe or Hazardous Conditions Log

Unsafe or Hazardous Conditions Log

Date/Time	Unsafe or Hazardous Condition	Description of Action Required	Location of Unsafe or Hazardous Condition	Explain what was done	Referred to (Name of company/person, if any)	Verified by:

B. Classroom Safety Checklist

School Year Kick Off Room Checklist
Voices College-Bound Language Academy

Teacher Name: Room number:

Item	Check	Comment	Re-Check
Red/black backpack near front door (contains green, red card and roster)			Y N Partial
Code Red, Blue and 9 Instructions and Evacuation Map posted near front door	Y N Partial		Y N Partial
Sub Folder easily visible and complete ❏ 3-days worth of lessons ❏ Seating charts ❏ Emergency procedures ❏ Phone numbers ❏ Special Student needs ❏ Schedule ❏ Roster ❏ School-wide character tools	Y N Partial		Y N Partial
Room clean and organized	Y N Partial		Y N Partial
"Joy Factor" apparent in room environment	Y N Partial		Y N Partial
Snack Container	Y N Partial		Y N Partial
Data walls up ❏ Reading Levels English ❏ Reading Levels Spanish ❏ Sight Words and/or Fluency ❏ Math or ELA Assessments	Y N Partial		Y N Partial

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

WALK THROUGHS

1) Date _____ Principal Signature _____

2) Date _____ Principal Signature _____

3) Date _____ Principal Signature _____

Powered by BoardOnTrack

C. Student Accident Report

Please fill out an accident report for any injuries beyond first-aid, if professional medical care is recommended or provided (e.i. If you believe there will be medical bills associated with the jury). Student head and eye injuries should always be reported.

Student Accident Reports should be reported on-line: http://www.chartersafe.net/.
Please keep a copy in your file.

Student Information

1. First Name of Injured Student: _____
2. Last Name of Injured Student: _____
3. Student date of birth: _____
4. Student gender: _____
6. Student grade: _____
7. Charter School Name: _____
8. Charter School Address, City/State/Zip: _____
9. School Contact Name: _____
10. Contact Title/Phone Number/Email: _____

Incident Details

1. Describe the incident in details: _____
2. Date of accident/incident: _____
3. Incident Time (Please include AM/PM: _____
4. If incident did not occur at the site address listed above, please indicate the street address of the incident: _____
5. Incident City, State, Zip: _____

6. Specific body part(s) injured: _____

7. Type of Injury or illness: Bum, cut, Fracture, Other, Scrape, Sprain/Strain

8. If other type of injury, please indicate: _____

9. Was on-site nurse contacted?: Yes or No Date and Time if Nurse contacted: _____

10. Was treated refused?: Yes or No What type of medical treatment was given?_____

11. Did paramedics transport student? Yes or No Paramedic transport date/time: _____

12. Was parent/guardian contacted? Yes or No Contacted date/time: _____

Parent/Guardian Information

1. Parent/Guardian Name: _____

2. Parent/Guardian Address/City/State/Zip: _____

3. Parent/Guardian Phone: _____

4. Parent/Guardian Email: _____

5. Was parent/guardian provided a Gallagher Koster Student Accident Claim Form? Yes or No
If no, why not? _____

Witness Information

1. Witness Name: _____

2. Witness Address/City/State/Zip: _____

3. Witness Phone: _____

4. Witness Type: Administrator, Aid, Coach, Guest, Other Staff, Student, Teacher, Volunteer

5. Name of person to whom the accident or incident was reported: _____

6. Date the accident was reported to this person: _____

7. If the accident was not reported immediately, why not? _____

Prevention Information

1. If athletic or playground injury, what type of surface was the student on when the injury occurred? _____

2. What steps have been taken or recommended to prevent a recurrence? _____

3. Any additional information or notes: _____

D.Employee Incident Report

School Information:

Charter School: _____ Location/Site: _____

Supervisor's name: _____ Title: _____

Address where incident occurred: _____

Employee Information:

Name of injured employee: _____Sex:_____M/F Occupation: _____

Date of hire: _____ Date of birth: _____ SSN: _____

Marital Status: _____ Dependents? Yes/No If yes, how many? _____ Ages? ____

Employee address: _____

Gross wages/salary: $_____per _____(hour/week/month/year) Pay schedule:
___12mth___11mth___10mth

Employment Status: ___Full Time___PartTime___Temporary/Subsitute____Contracted___Seasonal

Employee usually works: ____hours per day____days per week____total weekly hours

Incident Information:

Date of Injury or illness: _____Time: _____ AM/PM_____Time employee began work:_____AM/PM

Was employee unable to work at least one full day after date of injury? Yes/No If yes, date last worked: _____

Has employee returned to work? _____ Yes date returned: _____ No, still off work _____

Paid full day's wages for date of injury or last day worked? Yes/No Salary being continued: Yes/No

Name of person to whom the injury or illness was reported: _____

Date of your knowledge of injury or illness: _____ Was employee provided a claim form (DWC-1) Yes/No

If yes, date of employee was provided claim form (DWC-1):_____ If not, why not? _____

If the accident was not reported immediately, why not? _____

What was employee doing at the time of injury or exposure?

_____

_____

_____

Person, object or substance that directly injured employee: _____

Please check one: ____ I know the injury occurred on duty. ____ I have no specific knowledge that the injury occurred on duty.

Medical Information:

Was the on-site nurse contacted? Yes/No If yes, date and time: _____

Was medical treatment recommended? Yes/No If no, was treatment refused? Yes/No

What type of medical treatment was given? First-Aid __Clinic__Emergency Room__Paramedics__Hospitlaization

Did paramedics transport an employee? Yes/No If no, why not? _____

Medical Facility Name: _____ Physician Name: _____

Address: _____ City/State/Zip: _____

Phone: _____ ext.: _____

Did you refer the employee to an industrial medical provider who specializes in WC and return to work issues? Yes/No

If not, why not? _____

Kaiser Medical Record #: _____

Body part injured (check all that apply and indicate left and/or right):

__Head __Face __Eye __Neck __Upper back __Lower back __Arm __Wrist __Finger __Upper leg __Lower leg __Knee __Ankle __Foot __Toe __Other

Nature of injury or illness:

__Scarpe __Cut __Puncture __Bruise __Burn __Sprain/strain __Foreign body __Poisoning __Fracture __Skin problem __Chemical-related __Heat-related __Non-industrial/cold/virus related __Loss of consciousness __REspiratory problem __Other

Check any of the following possible causes that may apply:

__Haste/unsafe speed __Unsafe use of equipment __Disregard of instructions/procedure __Failure to use protective gear __Defective equipment __Alcohol/drug use __Horseplay __Inattention __Carelessness __Assault __Unsafe lifting/position __Running/jumping __Environtmental condition __Acto of other __Physical disability
__Other (please explain): _____

Witness Information:

Name: _____ Relation to Employee: _____

Home Address: _____

Home Phone: _____ Cell phone: _____ Email: _____

What steps have been taken or recommended to prevent a recurrence?

_____

_____

E. Self Harm/Suicide Risk Assessment Form

Voices College Bound Language Academy
Self Harm/ Suicide Risk Assessment Form

Confidential

Referral Date:	Time Event Occurred:	
1. Student's Name:	Age:	Gender:
2.Parent/Guardian:	Phone Number:	
3.School:	Grade:	
4.Person Completing SSRA:	Title:	Signature:

5. Student Referred by:
Self_____ Parent_____ Teacher_____ Counselor_____
Other_____

6. Reasons For Referral (check all that apply):

___Self harm
___Self cutting
___Burning
___Pinching

___ Suicidal Ideation
___ Direct Threat (ex. " I am going to kill/hurt myself")
___ Indirect threat (ex. "I feel like dying"
___ to self ___others
___ Accesses concerning content online

Observed any of the Following:

____Sudden Change in Behavior
____Previous Attempt(s)
____Giving Away Possessions
____Mood Swings
____Self-Injurious Behavior
____Accessing Concerning Content
____Signs of Depression
____Truancy/Running Away
____Frequent Complaints of Illness
____Alcohol or Drug Use
____Other:

7. Please explain what happened:

_____

_____

_____

_____

_____

_____

8. Confirm Receipt by a Crisis Team Member:

Name and Title of Crisis Team Member:	Signature:	Time received:

For Crisis Team Use Only:

9. Previous Referral?:_____ Date(s):_____
10. Student Interview: The student told me the following:(Check all that apply.)

♦Student said that he/she had been thinking about self-harm/ suicide, the last time he/she thought about self-harm/ suicide was_____BUT IS NOT CLEAR WITH THE THOUGHT.

♦Student said that he/she had A PLAN BUT WILL NOT DIVULGE:_____
_____
_____
_____
_____

♦Student indicated that he/she had previously attempted suicide/ self-harm on_____by means of:_____
_____
_____

♦Other Important Information:_____
_____

_____
_____
_____

This is a recommendation for further psychological evaluation for self-harm/ suicide based on the following:
___Self-Harm/ Suicide Interview
___Other:_____
_____

11. Risk Level: **_____Low _____Medium _____High** *(FOR HIGH Risk: CALL ONE OF FOLLOWING: 1. Uplift-(formally EMQ,Uplift Mobile Crisis Team (408)379-9085 2.Alum Rock Crisis Alum Rock Crisis Unit (408) 294-05793. Or 911 for imminent danger or if other crisis teams can't respond - request an officer trained in mental health support if available*

Person conducting interview:_____

Date:_____ Time:_____ Signature:_____

Intervention/ Action Taken:

_____Parent/Guardian Contact:
Date/Time: _____ Outcome:_____

_____Parent Signed Self Harm Notification: Parent/Guardian Notification (attach copy): Self Harm Notification
Response:_____ Date/ Time:

_____Resources Provided to Parent/Guardian:
INCLUDING: _____ Date/ Time:_____

_____Outside Referral Made:
To: _____ Date/ Time:_____

_____Uplift Crisis Team Unit Called:
Time:_____Outcome:_____
___

Child Abuse Report Made (endangerment):

NAME OF INTAKE WORKER: _____

Referred to Police:
NAME OF OFFICER _____

_____Hospitalization

_____School Based Counseling:
Date Referred:_____ Parent signed permission slip(Date):_____

_____Program Modification
INCLUDING: _____

_____Student Safety plan created (attach copy):_____

Other (Please explain):_____

_____

Make 2 Copies for School Principal & Counselor and Place Original Form In Orange Confidential Crisis Team File — DO NOT Place in CUM FILE

F. Medication Doctor & Parent Authorization Form

Voices College-Bound Language Academy
Medication Doctor & Parent Authorization (California Education Code 49423)

Student Name:_____Grade:_____ Teacher:_____

Height:_____ Weight:_____ DOB: _____ Age:_____

List any known drug allergies/reactions:_____

DOCTOR'S AUTHORIZATION

Name of Medication:_____ Diagnosis:_____

Dosage:_____ Route:_____

Frequency/Time(s) to be given:

Begin Medication:_____Stop Medication:_____
_____ Date Date

Special Instructions:

Does medication require refrigeration? Yes No
Is the medication a controlled substance? Yes No
If asthma inhaler or emergency medication, do you recommend this medication be kept "on person" by the student? Yes No

Potential Side Effects / Adverse Reactions:_____

Treatment Order in the event of an adverse reaction: (Attach additional sheet if necessary)

_____

_____

_____

Physician Signature ***Date*** ***Phone & Fax Contact Information***

Parent Authorization

I authorize Voices College-Bound Language Academy personnel the task of assisting my child in taking the above medication. I understand that additional parent/doctor statements will be necessary if the dosage of medication is changed. I also authorize Voices College-Bound Language Academy personnel to talk with the physician or pharmacist should a question come up about the medication.

Medication must be registered with the principal or his/her designee. It must be in the original container and be properly labeled with the student's name, Doctor's name, date of prescription, name of medication, dosage, strength, time interval, route of administration and the date of the drug's expiration when appropriate.

_____ _____ _____

Signature of Parent/Guardian ***Date*** ***Phone (cell, home, work)***

AUTHORIZATION FOR SELF-ADMINISTRATION OF MEDICATION

Is student authorized to self-administer this medication/these medications while at school?

If yes, please complete the following:

Student: I certify that I have read and understand the instructions regarding the self-administration of my medication(s). I agree to take these above medications according to my health care provider's recommendation.

Student Signature: _____Date: _____

Parent/Guardian: _____ (student) has been instructed in the proper dosage and administration of the following medication(s):_____. I request that she/he be permitted to carry this medication on her/his person and self-administer it as directed by her/his health care provider and in accordance with school policy and procedures.

Parent/Guardian Signature: _____Date: _____

G. Severe Allergy Medical Management Plan Signature Page

Recommendation of the Severe Allergy Medical Management Plan

I, the undersigned, recommend the Severe Allergy Medical Management Plan as indicated.

_____ _____

Physician Signature Print Physician Name

_____ _____ _____

Address Phone Date

I, the undersigned, have received, have read, understand, and agree to the school's implementation of the Severe Allergy Medical Management Plan:

_____ _____

Parent Signature Date

H. Emergency Phone Numbers

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

SJPD Liaison: Officer Matias Cervantes, Badge #3688, (408)823-5668, email; 3688@SANJOSECA.GOV
Richmond Police Department (510) 724-8950
Stockton Police Department: (209) 937-5486
Morgan Hill Police Department: (408) 779-2101

I. School Crisis Emergency Backpack Checklist

Determine specific needs and ensure that all the contents are in the appropriate backpack and are current.

Last updated:

By (print name):

Signature: _____

- Map or diagram of campus with evacuation sites marked
- Staff emergency vest(s) of appropriate color (if required)
- Student/staff emergency cards/roster
- Student/staff attendance for current day
- Student/staff sign out sheet (not official)
- Appropriate facility keys
- Latex gloves in zip lock bag
- Flashlight with batteries bagged separately
- Whistle
- Two pens
- Large marker
- Small notebook and/or legal pad
- Scissors and/or utility tool
- Post it notes
- Assorted Band-Aids
- Lifesavers or other hard candy
- Class activity or game (if appropriate)

J. Telephone Bomb Threat Reporting Procedure

Instructions:

- Be Calm & Courteous
- Listen & do not interrupt the caller
- Keep caller talking (pretend difficulty hearing)

Your Name: _____ Time: _____ Date: _____

Document the following:

Caller's Identity:

Male/Female Adult Juvenile Approximate Age:_____

Voice Characteristics:

Loud High Pitch Soft Deep Raspy Pleasant Intoxicate Other: _____

Acent:

English Spanish Other: _____

Speech:

Fast Stutter Slurred Slow Distorted Nasal Other: _____

Language:

Excellent Fair Foul Poor Other: _____

Background Noises:

Factory Machinery Trains Music Street Animals Voices Party Airplanes Quiet

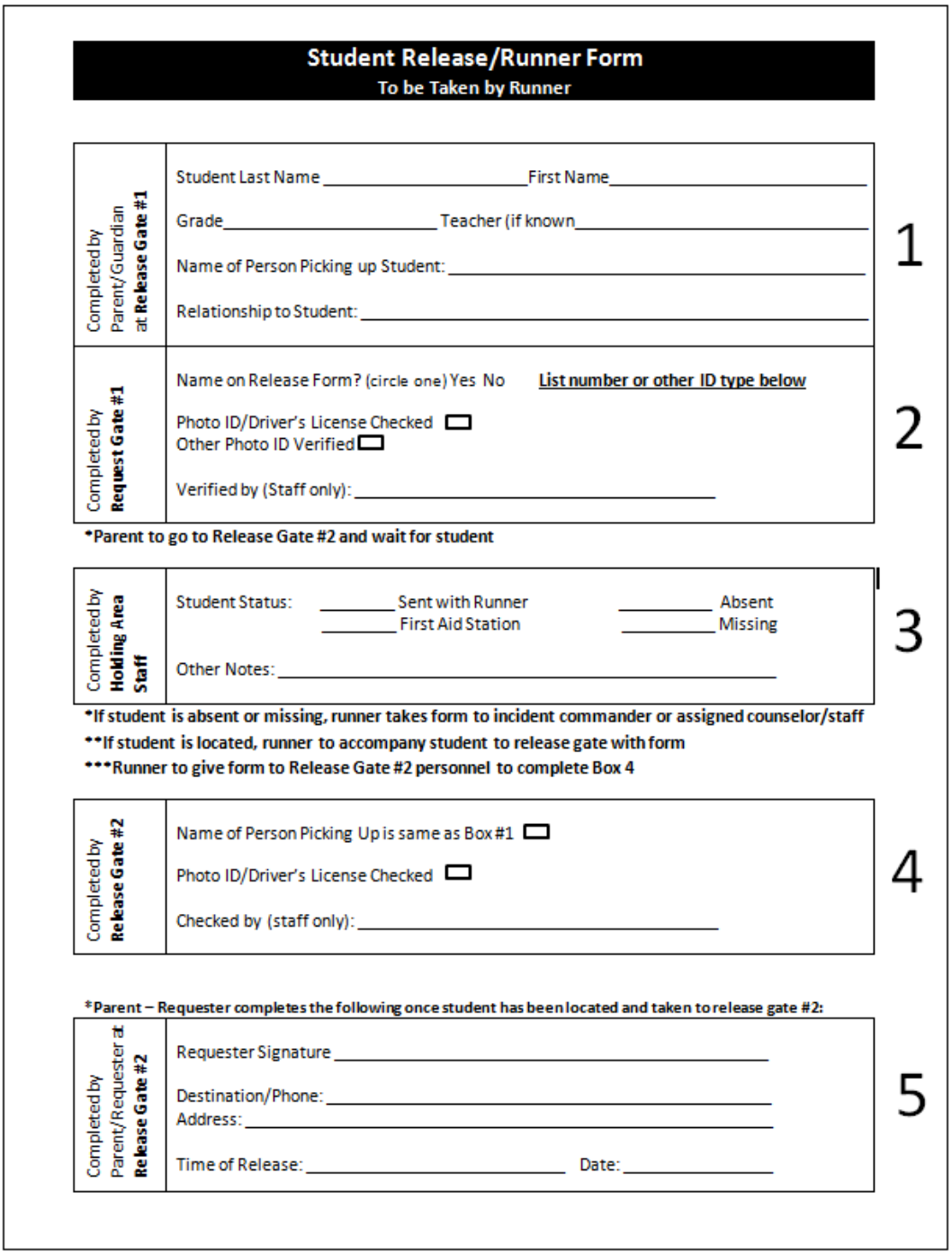
Ask the following questions to Bomb Threat Person (if possible):

- What time will bomb go off:
- Where is it located:
- What kind of bomb is it:
- What kind of package is it in:

- What is your name & address: _____

Call the Police / Notify your supervisor immediately

K. Student Release/Runner Form



Student Release/Runner Form
To be Taken by Runner

Completed by Parent/Guardian at **Release Gate #1**	Student Last Name _____ First Name _____ Grade _____ Teacher (if known _____ Name of Person Picking up Student: _____ Relationship to Student: _____	1
Completed by **Request Gate #1**	Name on Release Form? (circle one) Yes No **List number or other ID type below** Photo ID/Driver's License Checked ☐ Other Photo ID Verified ☐ Verified by (Staff only): _____	2

***Parent to go to Release Gate #2 and wait for student**

Completed by **Holding Area Staff**	Student Status: _____ Sent with Runner _____ Absent _____ First Aid Station _____ Missing Other Notes: _____	3

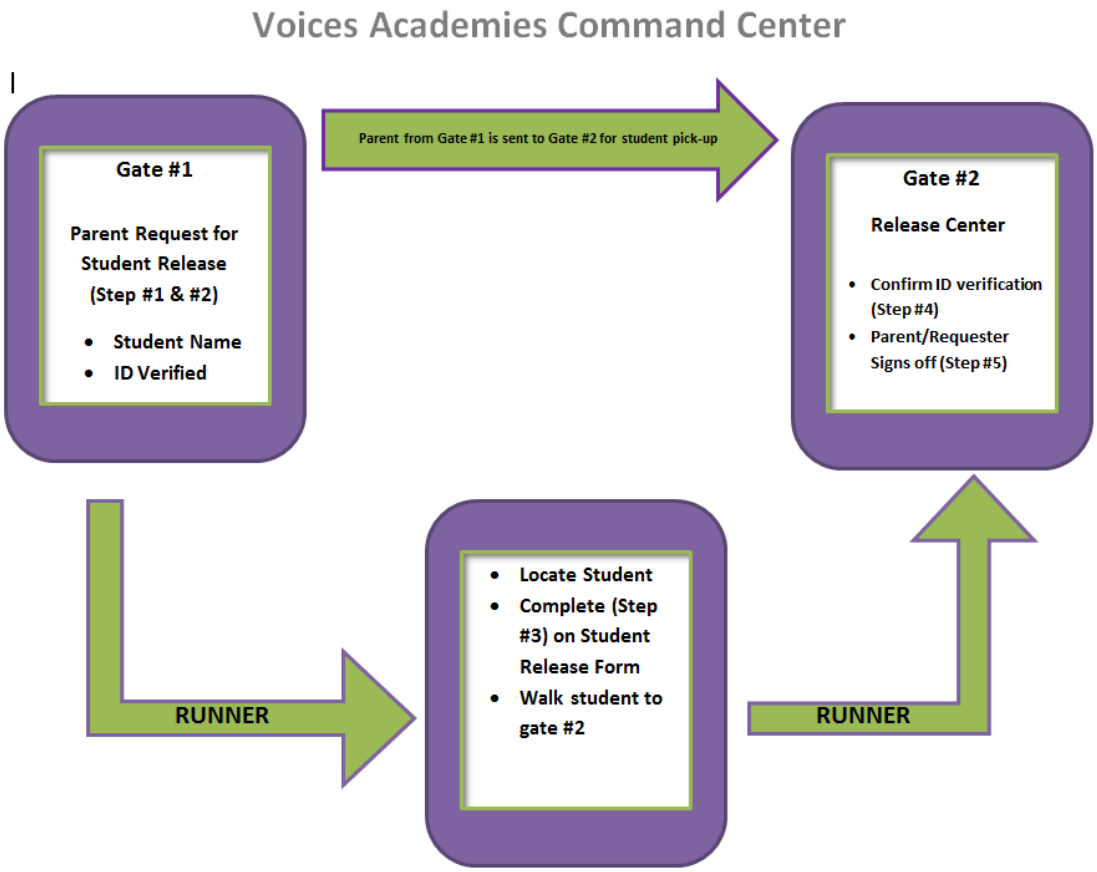
***If student is absent or missing, runner takes form to incident commander or assigned counselor/staff**
****If student is located, runner to accompany student to release gate with form**
*****Runner to give form to Release Gate #2 personnel to complete Box 4**

Completed by **Release Gate #2**	Name of Person Picking Up is same as Box #1 ☐ Photo ID/Driver's License Checked ☐ Checked by (staff only): _____	4

***Parent – Requester completes the following once student has been located and taken to release gate #2:**

Completed by Parent/Requester at **Release Gate #2**	Requester Signature _____ Destination/Phone: _____ Address: _____ Time of Release: _____ Date: _____	5

L. Command Center Chart



M. 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 - Suspension and Expulsion Policy and Procedures

N. Volunteer, Visitation, and Removal Policy

Voices College-Bound Language Academies ("Voices" or "Charter School") encourages parents/guardians and interested members of the community to visit Voices' schools and its educational program. The Voices Board of Directors ("Board") has established the following procedures which facilitate visitation and volunteering during regular school days in order to ensure minimum interruption of the instructional program.

Definitions

● A "visitor" is defined as any person seeking to enter the school building who is not an employee or a current student at the Charter School. All visitors who are not parents or guardians of a student must have a specific and educationally relevant purpose for their visit.

● A "volunteer" is defined as any person who voluntarily offers and provides a service to the Charter School with Charter School approval without receiving compensation.

Volunteering

Parents or guardians who are interested in volunteering in the classroom must adhere to the following guidelines:

1. Volunteers who will volunteer outside of the direct supervision of a credentialed

employee shall be (1) fingerprinted and (2) receive background clearance and (3) Megan's Law clearance prior to volunteering without the direct supervision of a credentialed employee.

2. A volunteer shall also have on file with Voices a certificate showing that, upon initial volunteer assignment, the person submitted to a tuberculosis risk assessment and, if tuberculosis risk factors were identified, was examined and found to be free of infectious tuberculosis. If no risk factors are identified, an examination is not required. At the discretion of the Voices Board of Directors, this paragraph shall not apply to a volunteer whose functions do not require frequent or prolonged contact with students.

3. Volunteering must be arranged with the classroom teacher and Principal or designee, at least three (3) days in advance.

4. Prior to volunteering in the classroom, the volunteer should communicate with the teacher to discuss the expectations for volunteering needs. Classroom volunteers are there to benefit the entire class and are not in class solely for the benefit of their own child. Classroom volunteers must follow the instructions provided by the classroom teacher or aide. Classroom rules also apply to volunteers to ensure minimal distraction to the teacher. If a volunteer is uncomfortable following the direction of the teacher or aide, the volunteer may leave their volunteer position for that day.

5. Information gained by volunteers regarding students (e.g. academic performance or behavior) is to be maintained in strict confidentiality. Volunteers must sign in agreement that they have read and understand and agree to follow the Family Educational Rights and Privacy Act ("FERPA") Policy.

6. Volunteers shall follow and be governed by all other guidelines indicated elsewhere in this Policy. This includes, but is not limited to, the process of

registering and signing out of the campus at the main office as indicated below.

7. Volunteerism by parents is encouraged but not mandatory.

Conditions for Campus/Classroom Visitation

Voices endeavors to create a safe environment for students and staff. Accordingly, visits during regular school days must be conducted in the manner set forth below:

1. Visits during school hours should first be arranged with the Principal or designee, preferably at least three (3) days in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least three (3) days in advance. Visitors seeking to visit a classroom during school hours must first obtain the written approval of the Principal or designee.

2. All visitors (including volunteers) shall register with the front office immediately upon entering any school building or grounds during regular school hours. When registering, the visitor is required to provide their name, address, occupation, purpose for entering school grounds, and proof of identity if requested.

3. For purposes of school safety and security, the Principal or designee may provide a visible means of identification for visitors while on school premises.

4. 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 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.

5. 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 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, consistent with the law. The Voices 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.

6. Except for unusual circumstances, approved by the Principal, Voices visits should not exceed approximately one-hundred and twenty (120) minutes in length and may not occur more than twice per semester.

7. 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 teacher's and Principal's written permission.

8. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Logbook in the main office.

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 or volunteer 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 or volunteer 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' 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.

4. The Principal or designee may request that a visitor or volunteer who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor or volunteer is directed to leave, the Principal or designee shall inform the visitor or volunteer that if the visitor or volunteer reenters the school without following the posted requirements the visitor or volunteer will be guilty of a misdemeanor.

5. 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.

6. 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.

Posting of Notice

At each entrance to Voices school grounds, signs shall be posted specifying the hours during which registration is required, stating where the office of the Principal or designee is located and what route to take to that office, and setting forth the penalties for violation of this Policy.

Penalties

1. Pursuant to the California Penal Code, if a visitor does not leave after being asked or if the visitor returns without following the posted requirements after being directed to leave, the visitor will be guilty of a misdemeanor, which is punishable by a fine of up to $500.00 (five hundred dollars) or imprisonment in the County jail for a period of up to six (6) months or both.
2. Under California Education Code section 44811, any visitor whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than $500.00 (five hundred dollars) and no more than $1,000.00 (one thousand dollars) or by imprisonment in a County jail for no more than one (1) year, or both, the fine and imprisonment.
3. Disruptive conduct may lead to Voices' pursuit of a restraining order against a visitor, which would prohibit the visitor, which if granted, from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

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3. Disruptive conduct may lead to Voices' pursuit of a restraining order against a visitor, which would prohibit the visitor, which if granted, from coming onto school grounds or attending school activities for any purpose for a period of up to three (3) years.

O. Student Dress Code Policy

School Philosophy

Voices College-Bound Language Academy ("School") recognizes the need for students of the School to dress appropriately for school. The purpose of our dress code is to enhance the classroom atmosphere and minimize student distraction, so as not to interfere with the educational process. The School believes that students should focus their energy and attention

upon their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students in uniform are easily recognized by all school staff. It is also intended to help protect the health, safety, and welfare of the individual student.

General Guidelines

All students shall be required to show proper attention to personal cleanliness, health, neatness, safety, appearance and to wear a school uniform for school activities. This dress code shall be in effect on campus during school and school sponsored activities except where modified by the site administrator for specific extracurricular activities or in special cases. The Charter School staff and administration reserve the right to determine clothing which disrupts or detracts from the educational environment. This dress code is gender neutral.

Students will be required to wear a school uniform. 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.

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: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.

Notification of the Student Dress Code

Parents and students will be provided notice of the Charter School's dress code at the beginning or the school year and/or upon enrollment. This information will also be located within the Charter School's Parent/Student Handbook.

Students may not be penalized academically or removed from class as a consequence for not complying with the school uniform policy.

Prohibited Conduct and Sanctions

Students who repeatedly violate the School Dress Code may be subject to discipline, not including suspension or expulsion.

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