Voices College-Bound Language Academies

Board Meeting

Date and Time

Thursday June 5, 2025 at 3:00 PM PDT

Location

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

Instructions For Presentations To The Board By Parents and Citizens

PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD

At this time, members of the public may address the Board on any issue within the subject matter jurisdiction of the Board that is not listed on this agenda. Members of the public may also address the Board on an agenda item before or during the Board's consideration of the item. Submitted comments may be read into the record to the extent practicable based on factors such as the length of the agenda and available time. Comments received within the window of the board meeting, whether read or not, will be shared with the board and noted in the minutes. Individual commenters are limited to a single comment per agenda item.
Public comments will be accepted prior to, and during the board meeting, subject to limitations discussed here. Comments may be read in the order received and will be accepted until each agenda item is heard, acted upon, or the Board President has completed the call for public comment on that agenda item.

Comments submitted during the board meeting but after the agenda item has been called for a vote or has already been completed will not be read publicly but may be entered into the record.
Comments should be 400 words or less and readable within the time allocated for each comment. These presentations are limited to no more than 15 minutes total and 3 minutes per person. A full comment may not be read if the length of time to read it exceeds the designated limit. No action can be taken on an item, not on the agenda at this time but may be referred to the administration or put on a future agenda.

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1. When addressing the Board, speakers are requested to state their name and address and adhere to the limits set forth.
2. Any public records relating to an agenda item for an open session of the Board that are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 6840 Via Del Oro, Suite #160, San Jose, CA 95119.
3. REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY: Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting Felipe Deguer at (510 974-3683)
4. All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The executive director recommends approval of all consent items.
5. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.
6. All time durations are estimates and may run shorter or longer.

Note:
SPANISH TRANSLATION: If you need Spanish audio translation in order to access the Voices Board meeting, please send a request to info@voicescharterschool.com or call Felipe Deguer at (510) 974-3683 at least 24 hours before the start of the meeting. If you would like to make a public comment in Spanish and would like us to translate to English for the Board, please send a request to credentials@voicescharterschool.com or call Felipe Deguer at (510) 974-3683 at least 24 hours before the start of the meeting.

Si necesita traducción de audio al español para acceder a la reunión de la Mesa Directiva de Voices, envíe una solicitud a info@voicescharterschool.com o llame a Felipe Deguer al (510) 974-3683 por lo menos 24 horas antes del inicio de la reunión. Si desea hacer un comentario público en español y desea que lo traduzcamos al inglés para la Mesa Directiva, envíe una solicitud a info@voicescharterschool.com o llame a Felipe Deguer al (510) 974-3683 por lo menos 24 horas antes del inicio de la reunión.

Agenda

		Purpose	Presenter
I.	**Opening Items**		
A.	Record Attendance and Guests		Felipe Deguer
B.	Call the Meeting to Order		Kim Wisckol
C.	Approve Order of Agenda	Vote	Kim Wisckol
D.	Public Comment		Felipe Deguer

PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD
SUBMIT PUBLIC COMMENT: http://bit.ly/voices-public-comment
Non-agenda items: No individual presentation shall be more than 3 minutes and the total time for this purpose shall not exceed 15 minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the board may give direction to staff following a presentation.

II.	**Voices West Contra Costa School Presentation**		
A.	Voices West Contra Costa School Presentation	FYI	Keri Syzmanski
III.	**LCAP Public Hearing**		

Public Hearing regarding the 2025-26 Local Control Accountability Plan (LCAP) for all Voices Schools (Public comment is invited on the LCAP that will be presented at the June 24, 2025, Regular Board meeting. The Board will review the Local Indicators and approve the 2025-26 LCAP including the 2025-26 Budget Overview for Parents (BOP) and the 2025-26 Budget.)

A.	Annual Update to the 2024-27 Local Control and Accountability Plans	Discuss	Aldo Ramirez
B.	Flagship LCAP Hearing	Discuss	Kim Wisckol

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

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

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

		Purpose	Presenter
C.	Morgan Hill LCAP Hearing	Discuss	Kim Wisckol

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

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

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

D.	Mount Pleasant LCAP Hearing	Discuss	Kim Wisckol

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

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

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

E.	West Contra Costa LCAP Hearing	Discuss	Kim Wisckol

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

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

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

F.	Stockton LCAP Hearing	Discuss	Kim Wisckol

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

Purpose Presenter

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

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

IV. Consent Items

A. Approve Minutes — Approve Minutes

Approve minutes for Special Board Meeting on April 22, 2025

B. Approve Minutes — Approve Minutes

Approve minutes for Board Meeting on March 6, 2025

C. 2025-2026 Family Handbook

D. Updates to Policies

- Title IX Policy Prohibiting Discrimination Based on Sex
- Harassment, Intimidation, Discrimination and Bullying Policy

E. Approve J-13 A for Voices Stockton, Morgan Hill, Flagship, Mt.Pleasant, and WCC

The Request for Allowance of Attendance Due to Material Decrease, Form J-13A is used to obtain approval of attendance and instructional time credit under one or more of the following conditions:

- When one or more schools were closed because of conditions described in Education Code (EC) Section 41422.
- When one or more schools were kept open but experienced a material decrease in attendance pursuant to EC Section 46392 and California Code of Regulations (CCR), Title 5, Section 428.
- When attendance records have been lost or destroyed as described in EC Section 46391.

The California Department of Education's (CDE) approval of the J-13A, combined with other attendance records, serves to document the local educational agency's (LEA) compliance with instructional time laws and provide authority to maintain a school for less than the required instructional days and minutes without incurring a fiscal penalty to the LEA's Local Control Funding Formula (LCFF) funding.

	Purpose	Presenter

On February 3, 2025, Voices Stockton, Morgan Hill, Flagship, Mt. Pleasant, and WCC experienced low attendance due to the "Day of Action." Families kept their children home for fear of ICE operations possibly being around campus and local boycotts that disrupted regular business operations across the Bay Area and other parts of the state. The LEA governing board must approve the request before it is submitted to CDE.

F. Contracts Approvals for the 2025 - 2026 School Year — Vote

1. Charter Safe
2. CalSTRS / SCCOE
3. IXL
4. Therapy Zone for Kids
5. Little Hands
6. K12 Health
7. Pathways to Inclusion
8. GMD Linguistics
9. Panorama

G. Contract Ratifications

Amendment to Lizzette Ramirez Contract

V. Material Revision for Voices West Contra Costa

A. Material Revision for Voices West Contra Costa — Vote — Jaime Mata

VI. CEO Organization Updates

A. Organization Updates: Shifts in Organizational Structure — FYI — Aldo Ramirez

VII. Academic Work Group Updates

A. Academic Work Group Updates — FYI — Ellyn Magaña

The Academic Work Group will provide updates on the network priority focused on the MTSS framework, the shift in Voices' approach to instruction, and the expansion of the Academic Work Group for the upcoming school year to adopt a comprehensive perspective on student success.

		Purpose	Presenter

VIII. Declaration of Needs

A.	Declaration of Needs Voices Flagship Voices Morgan Hill Voices Mount Pleasant Voices Stockton Voices West Contra Costa	Vote	Felipe Deguer

IX. Closed Session

A.	Public Employee Performance Evaluation- CEO (Pursuant to Gov. Code Section 54957(b)(1).)	Discuss	Kim Wisckol
B.	CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) M.G. a minor by and through her Guardian AD Litem Kiara Coronado vs. Voices College-Bound Language Academy (West Contra Costa, West Contra Costa Unified School District, Contra Costa County Office of Education Case No. C24-02736.	Discuss	
C.	CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Case name unspecified: Disclosure would jeopardize service of process or existing settlement negotiations.	Discuss	

X. Reconvene Open Session

A.	Report on action taken in closed session	FYI	Kim Wisckol

XI. Closing Items

A.	Adjourn Meeting	Vote	

Coversheet

Flagship LCAP Hearing

Section: III. LCAP Public Hearing
Item: B. Flagship LCAP Hearing
Purpose: Discuss
Submitted by:
Related Material: Voices Flagship DRAFT LCAP 2025.docx.pdf

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Voices College-Bound Language Academy	Hugo Torres Principal	htorres@voicescharterschool.com 408-361-1960

Plan Summary 2025-26

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Voices College-Bound Language Academy ("Voices") is an independent TK-8 public charter school in San Jose founded in 2007 authorized by Franklin-McKinley Elementary School District. Voices provides a rigorous college-prep TK-8 program that teaches students English and Spanish and builds on core elements of their identity. The goal of the school is to prepare and inspire students to create positive change in their communities. The school will build a diverse, inclusive, and intellectually stimulating learning environment and emphasize the cognitive and social-emotional skills to inspire intellectually and emotionally intelligent problem-solvers. There are some metrics which do not apply to Voices because it is a TK-8 Charter School: A-G requirements, CTE Completion, AP Passage Rate, EAP ELA and Math, HS Dropout Rate, and HS Graduation Rate.

Mission

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

Vision

All students graduating from Voices College-Bound Language Academies will possess the knowledge, skills and confidence to succeed in any career path they choose to pursue in life by mastering academic standards and subject matter. Students will be aware of the many positive possibilities for their future and enjoy learning throughout their lives. They will be able to think critically by asking questions, especially when confronted with the status quo. Our students will have a sense of social responsibility to make their communities better.

The Voices Network Core Values are:

Students in the Forefront: Our students motivate, inspire and guide us. Every decision is made with their well-being and achievement in mind.

Sí Se Puede Attitude: “Yes we can.” These Spanish words reflect the strength of our gente, our people, our culture. Whatever role, age or background, we at Voices embrace Sí Se Puede attitude with a smile on our face.

In Lak’ech: This Mayan phrase means, “I am you, you are me.” We are familia. And when we act with unity, we are unstoppable.

Shared Leadership: Everyone has something valuable to contribute to the Voices school community. Whether you are a first-year teacher, an assistant teacher, a principal or a parent, Voices believes in shared knowledge and accountability.

The School Site Values are activism and scholarship which promote a culture that fosters positive learning experiences and encourages a connection and duty to the community we live in.

The California School Dashboard (“Dashboard”) in 2023 reports that in 2022-23, Voices served 364 students with diverse needs and backgrounds: 48.9% socioeconomically disadvantaged (“SED”) or low income (“LI”) students; 44.8% of students were English Learners (“ELs”); 15.38% of English Learners were Redesignated Fluent English Proficient (“RFEP”); 11% of students with disabilities (“SWD”); 0.3% Foster Youth (“FY”); and, 0% Homeless Youth. As of the 2022-23 school year, enrollment by race and ethnicity at Voices was Hispanic/Latinx (94.2%), White (2.2%), Asian (0.8%), Filipino (0.3%), and Two or More Races (0.8%). It should be noted that the supplemental and concentration grant funds that come from the Local Control Funding Formula (“LCFF”) are for ELs, SED/LI, and FY. Of these subgroups, SED students and ELs are a significant subgroup at Voices; however, the Charter School addresses specific actions and services for FY students to provide equal access to a high-quality program.

The purpose of this Local Control Accountability Plan (“LCAP”) is to address the School Plan for Student Achievement (“SPSA”) for Voices which is the Schoolwide Program; herein referred to as the LCAP. The Charter School’s plan is to effectively meet the ESSA Requirements in alignment with the LCAP and other federal, state and local programs. The plans included in the LCAP address these requirements compliant to include focusing on three goals: GOAL 1: Student Achievement: Improve achievement of all students, including significant subgroups especially English Learners, in English Language Arts (“ELA”), Spanish Language Arts (“SLA”), Mathematics (“Math”), and Science in Voices’ dual-immersion model. GOAL 2: Student Engagement: Voices will support the social emotional health and well-being of the students through character development and enrichment activities in a safe, inclusive, learning environment which fosters a strong relationship between teachers and students. GOAL 3: Parent and Community Engagement: Voices’ parents/guardians, teachers, staff, and community members will be contributing members of the school community through active engagement, communication, collaboration, and decision-making as partners in education to provide students with a well-rounded education.

The Charter School completed a comprehensive needs assessment of the entire school which included an analysis of verifiable state data and local performance data used to measure student outcomes as evidenced in the annual update portion of the LCAP. The needs assessment process included meeting parents, classified staff, teachers and administrators to identify areas of opportunity for the students and groups of students who are not achieving standard mastery and to identify strategies which will be implemented in the LCAP to address those areas of opportunity. The identification of the process for evaluating and monitoring the implementation of the LCAP and the progress toward accomplishing the established goals will include discussing the actions and services with the use of supplemental funds at the school level through the English Learner Advisory Committee (“ELAC”) which functions as the Parent Advisory Committee. ELAC meets a minimum of four times per year to inform the process. Parents, classified staff, certificated staff and an administrator will make up the ELAC. The number of parents will exceed or be equal to the number of total staff members. The ELAC discusses academic performance, supplemental services and areas to make improvements with Title funds as part of the School Plan included in the LCAP conversations at the meeting in the fall and at the meeting in the spring. The teachers, staff, students and parents also participate in an annual survey which provides

feedback on the goals and actions. The teachers, staff and administrators actively participate in the decision making process throughout the year and during LCAP workshops. The decisions will take into account the needs of Voices based on student achievement data to include SBAC, ELPAC, and interim assessment data such as NWEA MAP, SLA assessments, cumulative assessments, and attendance and student discipline data to include the significant subgroups of Hispanic/Latinx students, SED students, SWD, and ELs and RFEPs. This student achievement data, attendance data, and student discipline data will be used as a basis for making decisions about the use of supplemental federal funds and the development of policies on basic core services.

Each goal includes actions and services that address the needs of all students and significant subgroups which include evidence-based strategies that provide opportunities for all children, methods and instructional strategies, and particular focus on students at risk of not meeting the State academic standards.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

The 2024 California State Dashboard only identifies performance levels using one of five status levels (ranging from Very Low, Low, Medium, High, and Very High) for state measures. Please note that the status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very High, High, Medium, Low, and Very Low).

Increase ELA Performance overall and for significant subgroups. SBAC English Language Arts (ELA) performance declined significantly from Spring 2023 to Spring 2024. In 2022–23, the overall Distance from Standard (DFS) was -34.7, with 36.05% of students meeting or exceeding standards. By 2023–24, the overall DFS dropped to -59.5, and only 29.05% met or exceeded standards. Performance declined across all student groups. For Hispanic students, DFS worsened from -41.2 to -63.3, and the percentage meeting or exceeding standards fell from 33.79% to 27.80%. Socioeconomically Disadvantaged (SED) students showed a DFS decline from -57.9 to -69.9, with a drop in proficiency from 28.95% to 26.62%. English Learners (ELs) were especially impacted, with DFS falling from -51.8 to -89.3, and only 3.26% meeting standards in 2024 compared to 20.95% in 2023. Long-Term English Learners (LTELs) had a DFS of -112.3 in 2024. Students with Disabilities (SWDs) showed slight improvement in DFS from -108.1 to -107.3, but their proficiency dropped from 10.71% to 3.70%. These outcomes underscore a critical need for targeted academic intervention and language development support, especially for ELs, LTELs, and SWDs.

SBAC Math results from Spring 2024 reflect a continued decline in academic performance compared to the prior year. In 2022–23, the overall Distance from Standard (DFS) was -66.8, with 19.92% of students meeting or exceeding standards. In 2023–24, the overall DFS dropped to -83.4, and the percentage of students meeting or exceeding standards fell to 16.51%. Hispanic students saw their DFS decline from -69.4 to -87.2, with a drop in proficiency from 17.94% to 14.98%. Socioeconomically Disadvantaged (SED) students improved slightly in proficiency (from 14.92% to 15.59%) despite a worsening DFS from -84.1 to -93.2. English Learners (ELs) experienced a steep decline, with DFS increasing from -86.7 to -110.6 and only 2.15% meeting standards in 2024 compared to 9.26% in 2023. Long-Term English Learners (LTELs) had a DFS of -148.2, indicating extreme need. Students with Disabilities (SWDs) had a DFS decline from -137.3 to -143.7, with proficiency falling from 7.14% to 3.70%. These results indicate an urgent need for intensified support in mathematics, particularly for ELs, LTELs, and SWDs.

Increase English Learner Progress Indicator (“ELPI”) for all English Learners. In 2023, the English Learner Progress Indicator (ELPI) was rated *Low*, with only 33.3% of English Learner (EL) students making progress toward English language proficiency, as reported on the 2024

California School Dashboard. This is significantly below the state average of 45.7%. In the prior year, 2022–23, DataQuest reported 46.4% of EL students making progress based on the ELPAC Summative assessment, indicating a decline in progress over the past year. These results highlight the need for targeted support and intervention to accelerate English language development for EL students.

Decrease chronic absenteeism and increase daily attendance overall and for significant subgroups. Chronic absenteeism rates improved from 2022–23 to 2023–24 but remain a concern across key student groups. In 2022–23, 34.0% of all students were chronically absent. By 2023–24, that rate decreased to 29.3%, earning a *Yellow* rating on the California School Dashboard. Hispanic students improved from 38.4% to 29.5%, and Socioeconomically Disadvantaged (SED) students declined from 38% to 32.1%. English Learners (ELs) showed progress, with rates dropping from 38.1% to 33.5%, while Long-Term English Learners (LTELs) were reported at 31.4% in 2024. Students with Disabilities (SWDs) also improved, decreasing from 31.3% to 26.1%. Although the overall trend is positive, the data highlights the continued need for proactive attendance strategies targeting historically underserved student groups.

Maintain suspension rate at 1%. Suspension rates increased notably from 2022–23 to 2023–24, resulting in an *Orange* rating on the 2024 California School Dashboard. The overall suspension rate rose from **1%** to **2.8%**. Hispanic students saw an increase from **0.8%** to **2.9%**, and English Learners (ELs) increased from **1.1%** to **3.8%**, with Long-Term English Learners (LTELs) showing a particularly concerning rate of **13.5%** in 2024. Socioeconomically Disadvantaged (SED) students rose from **0%** to **3.4%**, while Students with Disabilities (SWDs) remained steady at **2%** across both years. These increases underscore the need for stronger implementation of restorative practices and behavior supports, particularly for EL and LTEL populations. Voices is working with students on alternatives to suspension to include counseling, restorative practices, schoolwide SEL program, behavior support in the classroom, professional development on classroom management, and Positive Behavioral Interventions and Supports (“PBIS”).

Voices is not eligible to be an Equity Multiplier School.

Voices Met all Local Indicators: Implementation of Academic Standards, Access to a Broad Course of Study, Basics (Teachers, Instruction Materials, Facilities), Parent and Family Engagement, and Local Climate Survey.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Voices is in General Assistance based on Charter School Assistance due to the hard work and improvement overall and specifically for Students with Disabilities. Based on the 2022 Dashboard, Voices was in Additional Targeted Support and Improvement (“ATSI”) but was exited in 2023 based on growth.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2022 and 2023 CA Dashboards.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2022 and 2023 CA Dashboards.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2022 and 2023 CA Dashboards.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Teachers, administrators and other school personnel	Engaged in collecting feedback on the goals and actions with teachers, administrators, and other school personnel during staff meetings called LCAP Engagement. The data, goals, and actions were discussed. Additionally, staff surveys were used to inform the LCAP.
Parents/Guardians	Parent/guardian surveys were used to inform the LCAP.
Students	Engaged in collecting feedback on the goals and actions with middle school students as part of their student council.
Local Bargaining Units (Certificated and Classified)	Voices does not have local bargaining units.
Parent Advisory Committee	LCAP was presented to the Parent Advisory Committee in accordance with Education Code Section 52062(a)(1).
English Learner Advisory Committee	LCAP was presented to the ELAC in accordance with Education Code Section 52062(a)(1).
Student Advisory Committee	LCAP was presented to the Student Advisory Committee in accordance with Education Code Section 52062(a)(1). The Student Council which acts as the Student Advisory Committee reserves the first meeting of the month to provide input on LCAP and other pertinent school policies or actions.
SELPA	Voices consulted with its SELPA to determine that specific actions for individuals with exceptional needs are included in the LCAP in accordance with Education Code Section 52062(a)(5).
Public Comment	6/5/25-6/20/25: Public comment period or notification to members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the LCAP in accordance with Education Code section 52062(a)(3).
Public Hearing	6/5/25 that Voices held at least one public hearing in accordance with Education Code section 52062(b)(1).
Adoption by the Board of Directors	6/25/25 that the Voices Board of Directors adopted the LCAP in a public meeting in accordance with Education Code section 52062(b)(2).
Budget Adoption and Local Indicator Report to Board of Directors	The Progress on Local Indicators was presented and reviewed by the Board. The Budget Overview for Parents, Annual Update, Voices Budget, and LCAP were adopted by the Board on 6/25/25 in accordance with Education Code section 52062(b)(2).

Insert or delete rows, as necessary.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Goals and Actions

Goal 1

Goal #	Description	Type of Goal
1	Student Achievement: Improve achievement of all students, including significant subgroups, especially English Learners, in English Language Arts, Spanish Language Arts, Mathematics, and Science in Voices' dual-immersion model.	Broad

State Priorities addressed by this goal.

1 Basic Services: Teachers appropriately assigned and credentialed/meet ESSA requirements; Every student has sufficient access to standards-aligned instructional materials
2 Implementation of State Standards: Implementation of the academic content and performance standards adopted by the state board; English Learners will access the CCSS and ELD standards for purposes of gaining academic content knowledge and English language proficiency
4 Pupil Achievement: Percentage of all students and significant subgroups who score meet or exceed standard mastery on the SBAC will increase in ELA and Math; Percentage of English Learners demonstrating growth of one or more levels on the ELPAC will increase. Percentage of English Learners who reclassify as fluent English proficient will increase. Percentage of English Learners who have not reclassified in 5 years LTELs will decrease.

An explanation of why the LEA has developed this goal.

Voices has reviewed ELA, Math, Science, and English Learner Proficiency data and is committed to improving student achievement for all students and significant subgroups. The 2023 Dashboard indicates the English Language Arts performance was Overall "Low," the following subgroup was "Very Low" – Students with Disabilities. The following subgroups were "Low" – English Learners, Hispanic/Latinx – , and Socioeconomically Disadvantaged. The 2023 Dashboard indicates the Math performance was Overall "Low," the following subgroup was "Very Low": Students with Disabilities. The following subgroups were "Low": Socioeconomically Disadvantaged, English Learners, and Hispanic/Latinx. The 2023 CAST scores for Science in grades 5 and 8 are lower than the State. The 2023 Dashboard indicates that 46.4% of English Learners made progress toward English Language proficiency or a performance color of "Low."

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline

1.1	Appropriately assigned and fully credentialed teachers	18.3 FTE 16.4% Clear 5.5% Out-of-Field 0.0% Intern 61.8% Ineffective 5.5% Incomplete 10.9% Unknown Data Year: 2021-22 Data Source: DataQuest	16 FTE 0.0% Clear 6.3% Out-of-Field 0.0% Intern 93.8% Ineffective 0.0% Incomplete 0.0% Unknown Data Year: 2022-23 Data Source: DataQuest	70% Clear 5% Out-of-Field 25% Intern 30% Ineffective Data Year: 2024-25 Data Source: DataQuest	70% Clear 30% Intern Data Year: 2024-25 Data Source: Dashboard Fall 2026	FTE **Declined by 2** Clear **Declined 16.4%** Out-of-Field **Increased 0.8%** Intern **No Change** Ineffective **Increased 32%** Incomplete **Declined 5.5%** Unknown **Declined 10.9%**
1.2	Access to standards aligned instructional materials	100% of students with access to standards aligned instructional materials Data Year: 2023-24 Data Source: Local Indicators	100% of students with access to standards aligned instructional materials Data Year: 2024-25 Data Source: Local Indicators		100% of students with access to standards aligned instructional materials Data Year: 2026-27 Data Source: Local Indicators	Met Target
1.3	Implementation of standards for all students and enable ELs access to CCSS and ELD standards	Full Implementation & Sustainability Data Year: 2022-23 Data Source: Dashboard Fall 2023	Full Implementation & Sustainability Data Year: 2024-25 Data Source: Dashboard Fall 2024		Full Implementation & Sustainability Data Year: 2025-26 Data Source: Dashboard Fall 2026	Met Target

1.4	SBAC ELA	2022-23 ELA Distance from Standard Overall: -34.7 HISP: -41.2 SED: -57.9 EL: -51.8 SWD: -108.1 Percent Meets and Exceeds: Overall: 36.05% HISP: 33.79% SED: 28.95% EL: 20.95% SWD: 10.71% Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	2023-24 ELA Distance from Standard **Orange** Overall: -59.5 HISP: -63.3 SED: -69.9 EL: -89.3 LTEL: -112.3 SWD: -107.3 Percent Meets and Exceeds: Overall: 29.05% HISP: 27.80% SED: 26.62% EL: 3.26% SWD: 3.70% Data Year: Spring 2024 Data Source: CAASPP		2025-26 ELA Distance from Standard Overall: 25.3 HISP: 18.8 SED: 2.1 EL: 8.2 SWD: -48.1 Percent Meets or Exceeds: Overall: 51.05% HISP: 48.79% SED: 43.95% EL: 35.95% SWD: 25.71% Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Distance from Standard Overall: **Declined 24.8 points** HISP: **Declined 22.2 points** SED: **Declined 11.9 points** EL: **Declined 37.5 points** LTEL: **Declined 14.7 points** SWD: **Maintained 0.8 points** Meets and Exceeds: Overall: **Declined 7%** HISP: **Declined 5.99%** SED: **Declined 2.33%** EL**: Declined 17.69%** SWD: **Declined 7.01%**

1.5	SBAC Math	2022-23 Math Distance from Standard Overall: -66.8 HISP: -69.4 SED: -84.1 EL: -86.7 SWD: -137.3 Percent Meets or Exceeds: Overall: 19.92% HISP: 17.94% SED: 14.92% EL: 9.26% SWD: 7.14% Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	2023-24 Math Distance from Standard **Orange** Overall: -83.4 HISP: -87.2 SED: -93.2 EL: -110.6 LTEL: -148.2 SWD: -143.7 Percent Meets or Exceeds: Overall: 16.51% HISP: 14.98% SED: 15.59% EL: 2.15% SWD: 3.70% Data Year: Spring 2024 Data Source: CAASPP		2025-26 Math Distance from Standard Overall: -6.8 HISP: -9.4 SED: -24.1 EL: -26.7 SWD: -77.3 Percent Meets or Exceeds: Overall: 34.92% HISP: 32.94% SED: 29.92% EL: 24.26% SWD: 22.14% Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Overall: **Declined 16.7 points** HISP: **Declined 17.8 points** SED: **Declined 9.1 points** EL: **Declined 23.8 points** LTEL: **Increased 3.2 points** SWD: **Declined 6.4 points** Overall: **Declined 3.41%** HISP: **Declined 2.96%** SED: **Maintained 0.06%** EL: **Declined 7.11%** SWD: **Declined 3.44%**

1.6	CAST Science	Overall: 11.25% HISP: 10.67% SED: 7.32% EL: 0% SWD: Too Few Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	Overall: 11.29% HISP: 6.78% SED: 8.51% EL: 0% SWD: Too Few Data Year: Spring 2024 Data Source: CAASPP		Overall: 26.25% HISP: 25.67% SED: 22.32% EL: 15% SWD: Too Few Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Overall: 11.29% HISP: 6.78% SED: 8.51% EL: 0% SWD: Too Few Data Year: Spring 2024 Data Source: CAASPP
1.7	ELA Local Assessment –MAP	3% of students met growth target Data Year: 2023-24 Data Source: MAP Assessment Data	45% of students met growth target Data Year: Fall 2024 Data Source: MAP Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students met growth target Data Year: 2026-27 Data Source: MAP Assessment Data	**42% Increase**
1.8	Math Local Assessment –MAP	Not Yet Available Data Year: 2023-24 Data Source: Local Data	54% of students met growth target Data Year: Fall 2024 Data Source: MAP Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students met growth target Data Year: 2026-27 Data Source: MAP Assessment Data To be Determined	

1.9	EL students making progress toward English Proficiency	ELPI is Low for 2023 ELPI is 46.4% Data Year: 2022-23 Data Source: DataQuest ELPAC Summative	33.3% Making Progress **Red** Data Year: 2023-24 Data Source: Dashboard 2024 (State – 45.7%)		ELPI is High for 2026 ELPI is 55% Data Year: 2025-26 Data Source: DataQuest ELPAC Summative	**Declined 13%**
1.10	EL Reclassification Rate	Data release delayed by the CDE Data Year: 2022-23 Data Source: Dataquest	Data release delayed by the CDE Data Year: 2023-24 Data Source: Dataquest		EL Reclassification rate is 40% Data Year: 2025-26 Data Source: Dataquest	

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Appropriately Staff School	Implement a comprehensive core staffing plan to ensure appropriate staffing across all departments to provide basic services. Staffing will consider student enrollment, programmatic changes, and any vacancies or turnover in alignment with the school's mission, vision, and educational objectives. Develop a recruitment strategy to attract highly qualified, diverse candidates for all open positions reflective of the student body and community demographics. Continue strategies to ensure new teachers are supported and complete an induction program. Develop strategies to retain talented staff, onboard new staff, ensure a competitive compensation package, and evaluate all staff for continual improvement.	[$ 0.00]	No
1.2	Implementation of Core Curriculum	Ensure fidelity to the core high-quality curriculum (ELA, SLA, Math, Science, Social Science) to ensure full implementation which will include a trainer/consultant who provides professional development to teachers and administrators, ensuring teachers utilize the curriculum, work on how to plan lessons, and integrate formative data to inform instruction.	[$ 0.00]	No

1.3	Support for English Learners	Provide each English Learner with integrated ELD in core content areas. Provide an appropriately credentialed teacher to provide designated ELD daily to each English Learner in leveled groups using ELD curriculum (EL Achieve) and monitoring the progress using the Sheltered Instruction Observation Protocol (SIOP). Provide supplemental curricula to support the progress of English language acquisition and mastery leading to redesignation. Provide meaningful, ongoing professional development to support instructional strategies for English Learners. Teachers will develop a sound understanding of how to implement supports for English learners in the classroom, the English Learner Master Plan including reclassification criteria, the CA Roadmap for English Learners, impactful strategies for integrated ELD, and supporting the academic needs of dual identified students.	[$ 0.00]	Yes
1.4	Support for Students with Disabilities	Support Students with Disabilities by ensuring enough staff (teachers and paraprofessionals) or outside service providers to ensure all students receive services outlined in Individual Educational Plans. Ensure compliance with SELPA policies, protocols, and participation. Ensure that all students improve academic acceleration of SWD to ensure goal attainment. Notify parents/guardians about progress toward goals. Ensure time for collaboration between special educators or providers with general education classroom teachers to ensure accommodations and other services provided. Ensure that all staff, especially special education teachers and staff, receive external professional development to address the needs of SWD.	[$ 0.00]	No

1.5	Professional Development	Provide meaningful and ongoing professional development opportunities for administrators, teachers and staff. Topics may include: • Core Curriculum Training to ensure full implementation with fidelity • Collaboration between General Education Teachers and Special Education Teachers • Systematic ELD (English Learner Master Plan, ELA/ELD Standards, CA Roadmap for English Learners, ELD Curriculum) and Sheltered Instruction and Observation Protocol (“SIOP”) • Trauma Informed Instruction • Culturally Responsive Pedagogy • Personal and Professional Goal Setting and Planning for Advancement • Diversity, Equity, and Inclusion (“DEI”) • Using Achieve3000 to improve Literacy • Mathematical Mindset • Multi-Tier System of Supports ("MTSS") • English Learner Master Plan, ELA/ELD Standards, CA Roadmap for English Learners, Sheltered Instruction Observation Protocol (“SIOP”) • Differentiating and Using Instructional Strategies for English Learners, SWD, academically high achieving students, and academically low achieving students • Constructed Writing Response • Academic Vocabulary in English and Spanish • Scaffolding Instruction at Grade Level Standards • Data Analysis - review identified assessment data, to disaggregate the data, to determine strategies that will be utilized to address the needs of the identified students • Restorative Justice Practices • Positive Behavior Intervention Support– Encouraging positive behavior, building relationships, understanding diversity and inclusion, classroom management, and ensuring students have a sense of belonging. • Inquiry Based Instruction • Project-Based Learning • Parents/Guardians as Partners • Charter School Organizations and Conferences- CCSA, CSDC, CABE	[$ 0.00]	Yes

		Provide in-depth professional development for teachers in the summer. Topics may include: • Understanding of Charter, Mission, Vision, and Core Values • Academic Program • Voices School Culture Playbook • Multi-Tier System of Supports • Positive Behavior Intervention Support Provide in-depth professional development for associate teachers. Topics may include: • Direct Service to Students • Small Group Instruction • Read – Write Connection • Effective Instructional Strategies • Effective Behavioral Redirection and De-Escalation Strategies • Planning Enrichment Activities Provide in-depth professional development for principals. Topics may include: • Ongoing Training/Coaching to support administration on data analysis, supporting teachers and staff through implementation of curriculum, using effective and culturally responsive instructional strategies to scaffold student learning and differentiate instruction. • Continue SEEL Servant Leadership • Leading a data team - review identified assessment data (academic and culture), to disaggregate the data, to determine strategies that will be utilized to address the needs of the identified students • Charter School Leadership • Differentiation for ELs and SWD • Positive Behavior Intervention Support • Multi-Tier System of Supports • Parents/Guardians as Partners • Opportunities for trainings (SELPA), workshops (SCCOE), and conferences (CSDC, CCSA, CABE)		

1.6	Technology Infrastructure and Support	Provide a robust technology infrastructure (hardware, software, internet access, etc.) to students and staff to support instructional goals. Ensure technology support is provided to teachers and staff to support instructional goals.	[$ 0.00]	No
1.7	Intervention and Supplemental Materials	Provide support for identified students who will work in small groups and individually to increase academic skills in reading and math based on benchmark assessments (NWEA MAP, Renaissance STAR, Illuminate, Achievement Networks, PKRS). The intervention will encourage the identified students to interact with the content standards through real world experiences. The intervention will use explicit strategies to remediate students' skills in literacy and numeracy. Supplemental, intervention instructional materials, and other online and text materials will be used (Dreambox, Achieve3000, Smarty Ants, Newsela, Mystery Science). Implement a variety of supplemental, intervention, and instructional materials for use during intervention and in the classroom focused on reading and math. Students will use these programs during centers or independent learning times while teachers work with small groups so that all students are continuing to receive instruction at their level in addition to grade-level content. The supplemental materials will provide additional opportunities to remediate and accelerate academic skills.	[$ 0.00]	Yes
1.8	Instructional Coach and Principal	The Instructional Coach and the Principal coach teaches on the most effective instructional practices for the whole child and significant subgroups. Ensure rigor, appropriate pacing, lesson development and execution, and meaningful student feedback. Support teachers on data-analysis skills during data meetings, provide professional development, coach and provide meaningful feedback, coach on engagement techniques with real-time coaching, coach on exemplars for student success, support small-group instruction, ensure implementation of Tier 1 and Tier 2 interventions, and specific evaluations based on professional goals.	[$ 0.00]	No

1.9	Associate Teachers	Provide associate teachers in primary grades to provide direct service to students in the classroom under the direction of certificated teachers. Associate teachers will provide individualized, small group, and whole group support to students to increase academic skills in ELA, SLA, and Math based on teacher data analysis and teacher planning. The focus will be to remediate academic skills by answering questions, explaining directions and concepts, and taking additional support time. Associate teachers support the teacher with formative assessments and the school with diagnostics and provide daily enrichment to students. This creates more opportunities for differentiated learning for all students. The Associate Teachers action is an evidence-based educational strategy designed to meet the needs of our students identified through the comprehensive needs assessment in order to support them to meet the challenging State academic content standards.	[$ 0.00] Title I	Yes
1.10	Student Services Manager	The Student Services Manager will coordinate all services for special populations (504, SPED, SST, truant, etc.) The SSM also coordinates professional development for special education teachers and associate teachers. They do walkthroughs of our inclusion program as well and provide feedback to all teachers regarding their intervention strategies. The SSM will track data and support with coaching of teachers and staff. The SSM will play an active role in weekly Intellectual Preparation and Planning and data meetings through collaboration in order to close the achievement gap for the most vulnerable students.	[$ 0.00]	Yes
1.11	After School Program and Summer School	Provide a robust after-school program and summer school for students to increase academic skills in reading, writing, speaking, and math. The focus will be to remediate academic skills and to provide enrichment activities. Voices will provide a robust summer program open to all students by providing summer school staff, instructional materials, supplies, snacks, meals, and teacher extra duty pay. Voices will provide summer school to increase academic skills in ELA/Literacy and Math through project based learning and field trips.	[$ 0.00]	Yes

1.12	Network Support Infrastructure	Implement a strong support infrastructure for the school through network educational services, student support services, operational services, human resource management (credentials), business services to support the school's instructional goals. Ensure clear and consistent communication between the network, the school, the teachers, the staff, and the families. Ensure transparency and accountability.	[$ 0.00]	No

Goal 2

Goal #	Description	Type of Goal
2	Student Engagement: Voices will support the social emotional health and well-being of the students through character development and enrichment activities in a safe, inclusive, learning environment which fosters a strong relationship between teachers and students.	Broad

State Priorities addressed by this goal.

5 – Pupil Engagement – School Attendance Rate; Chronic Absenteeism Rate; Middle School Drop-Out
6 - School Climate – Suspension Rate; Expulsion Rate; Survey of students on the sense of school safety and connectedness
7 – Course Access - Broad course of study; Programs and services developed and provided to unduplicated pupils; Programs and services developed and provided to students with exceptional needs

An explanation of why the LEA has developed this goal.

Voices is committed to students receiving social emotional well-being support and enrichment activities to ensure they remain engaged in the school community. The School Attendance Rate is 91.42%. The 2023 Dashboard indicates the Chronic Absenteeism Rate was Overall "Medium" with the following subgroup was "High" -Students with Disabilities, and the following subgroups were "Medium" - Socioeconomically Disadvantaged, English Learners, and Hispanic/Latinx.

The 2023 Dashboard indicates the Suspension Rate was Overall "Very Low" with the following subgroups were "Low"- Students with Disabilities and English Learners, and the following subgroups were "Very Low" - Socioeconomically Disadvantaged and Hispanic/Latinx.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Facilities in good repair	All facilities met "Good" repair Data Year: 2022-23 Data Source: SARC 2022-23 based on FIT	All facilities in "Good" repair Data Year: 2023-24 Data Source: SARC 2023-24 FIT August 2024		All facilities met "Good" repair Data Year: 2025-26 Data Source: SARC 2025-26 based on FIT	Met Target

2.2	Attendance Rate	91.42% Data Year: 2023-24 Data Source: P-2 Report	94% Data Year: 2024-25 Thus far Data Source: Thru November 22, 2024		96% Data Year: 2026-27 Data Source: P-2 Report	**Declined 2.7%**
2.3	Chronic Absenteeism Rate	All: 34.0% HISP: 38.4% EL: 38.1% SED: 38% SWD: 31.3% Data Year: 2022-23 Data Source: Dashboard Fall 2026	All: 29.3% Yellow HISP:29.5% EL: 33.5% LTEL: 31.4% SED: 32.1% SWD: 26.1% Data Year: 2023-24 Data Source: Dashboard 2024		All: 20% HISP: 20% EL: 20% SED: 20% SWD: 20% Data Year: 2025-26 Data Source: Dashboard Fall 2026	All: 29.3% Yellow HISP:29.5% EL: 33.5% LTEL: 31.4% SED: 32.1% SWD: 26.1% Data Year: 2023-24 Data Source: Dashboard 2024
2.4	Middle School Drop Out Rate	0% Data Year 2023-24 Data Source CALPADS 8.1c	0% Data Year 2024-25 Data Source CALPADS 8.1c		0% Data Year 2026-27 Data Source CALPADS 8.1c	Met target

2.5	Suspension Rate	All: 1% HISP: 0.8% EL: 1.1% SED: 0% SWD: 2% Data Year: 2022-23 Data Source: Dashboard Fall 2023 Suspension Rate	All: 2.8% **Orange** HISP: 2.9% EL: 3.8% LTEL: 13.5% SED:3.4% SWD: 2% Data Year: 2023-24 Data Source: Dashboard 2024		All: 1% HISP: 1% EL: 1% SED: 1% SWD: 1% Data Year: 2025-26 Data Source: Dashboard Fall 2026 Suspension Rate	
2.6	Expulsion Rate	0% for all students and significant student subgroups Data Year: 2022-23 Data Source: DataQuest Expulsion Rate	0% for all students and significant student subgroups Data Year: 2023-24 Data Source: DataQuest		0% for all students and significant student subgroups Data Year: 2025-26 Data Source: DataQuest Expulsion Rate	Met Target
2.7	Broad Course of Study	100% of students enrolled in Enrichment Courses Data Year: 2023-24 Data Source: Local Data	100% of students enrolled in Enrichment Courses Data Year: 2024-25 Data Source: Local Data		100% of students enrolled in Enrichment Courses Data Year: 2026-27 Data Source: Local Data	Met Target

2.8	Student Surveys on the sense of safety and school connectedness	Not Yet Available (Total Percent) Data Year: 2023-24 Data Source: Local Data	Pending		80% Data Year: 2026-27 Data Source: Local Data	Pending

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing

2.1	Field Trips	Provide field trips for students that will exemplify the standards-based curriculum through a hands-on, experiential experience. This will improve school connectedness, attendance, and engagement.	[$ 0.00]	Yes
2.2	Student Health	Ensure that universal precautions recommended by members of the School-site Leadership Team (i.e. Principal, Dean of Culture, Business Manager, Student Services Manager and Instructional Coach) ensure students health. Address the physical needs of all students and monitor serious health concerns through monitoring medications and treatments. Secure outside providers for vision and hearing screenings and puberty education in grade 5 and sex health education in grade 7 as required.	[$ 0.00]	No
2.3	School Supplies	Provide school supplies including borrowed Chromebooks and hotspots returned at the end of the year, calculators, rulers, colored pencils, binders, pens, pencils, etc. so that the students have the materials needed to support their learning. Backpacks, uniforms, and school supplies will be provided to students based on need. School supplies provided to students will ensure that students have access to supplies which will promote equity and inclusivity in the classroom.	[$ 0.00]	Yes
2.4	Safe, Clean Facilities	Maintain a safe and clean school facility and environment for students. Custodians will continue to clean our facility regularly and address any cleaning associated with a virus (cold, flu, RSV, COVID, etc.). Maintain facility in good repair as measured by the FIT Report. Identified issues or needs will be tracked via the work order process and will be completed in a timely manner. Ensure the safety plan is fully implemented.	[$ 0.00]	No

2.5	Positive School Climate and Culture	Support schoolwide Positive Behavior Intervention and Supports to ensure a positive school climate and culture. Provide a data management system (Panorama) to track student behavior, provide intervention planning tools for individual students, and progress monitoring tools to determine whether the interventions are supporting students. Incentivize positive behavior through weekly drawings, incentives, and rewards for school competitions. Host assemblies about bullying, social emotional well-being, and other activities that encourage student engagement through bilingualism. Prioritize student activities, clubs, and events to create a sense of belonging for students. Ensure the work environment is collaborative and working with each other toward a common goal and there is time for teachers and associate teachers to collaborate for improved student achievement. Work directly with students and families to increase attendance and reduce suspensions and utilize alternative to suspensions through the practice of restorative justice which may include peer mediation, conflict resolution, restitution, peer tutoring, and incentives for positive behavior.	[$ 0.00]	Yes

2.6	Attendance Support	Implement the Attendance Policies and Tiered Re-Engagement Strategies with fidelity. Tier I strategies targeted all students and included sharing flyers with parents/guardians on attendance expectations, including reminders on attendance in parent/guardian newsletters/updates, and reminders after winter and spring break to return to school. Tier II supports are for students that need a little more attention and support due to being absent with more regularity. Tier II strategies included Voices Dean of Culture monitoring attendance and engagement in a Tiered communications log, regular contact with parents/guardians, and SST meetings to discuss the impact on learning as a result of student absences. Tier III supports are for students demonstrating chronic absenteeism. Students and families received individualized support and modifications. These plans were adjusted for students as needed. Tier III strategies included referring students to outside support and providers, creating specialized student plans for participation, implementing a behavior plan and supporting teachers with strategies to meet students specific needs. Voices will develop a culture of positive on-time attendance five days per week through attendance incentives, positive recognition, and awards to ensure positive daily attendance.	[$ 0.00]	No
2.7	Enrichment Activities and Advisory Curriculum	Focus on the social emotional curriculum, strong relationship building, school connectedness, attendance, and engagement to improve behavior, attendance and academic achievement. Ensure consistent, structured programming and opportunities for student choice. Provide enrichment activities and supplies for students to expand arts education, service learning, and physical education (Playworks, dance, ToolBox). Specific focus on developing the middle school Advisory/Student Council called Grupo Estudiantil for Voices Middle School to ensure development of self-management skills, self-regulation, critical thinking to create strong teacher-student relationships outside of core content areas.	[$ 0.00]	No

2.8	Middle School Culture	Develop policies and procedures specifically for Middle School in order to create a strong middle school culture that will strengthen the unity in the TK-8 school. Topics will include students as role models, behavioral expectations, preparing for high school, requirements to attend activities, etc. Activities will include dances, music at lunch, yearbooks, service to the school, buddies with younger students, school ambassadors, student competitions, grad nite (during the day), promotion, etc. and responsibilities will be delineated for Grupo Estudiantil and which activities they will plan.	[$ 0.00]	No
2.9	Dean of Culture	Dean of Culture who promotes an engaging, positive and safe school culture and environment that will maintain desired attendance and student engagement. The Dean of Culture will train staff on the use of our social emotional learning supports and oversee enrichment activities and programs at the school. The Dean of Culture will provide parent education workshops.	[$ 0.00]	Yes
2.10	School Counselor	The School Counselor will address the social, emotional health and well-being of students. Provide one on one counseling, small group counseling, social skills groups, student, and family support, and overall support of the school climate and culture. They will support students impacted by trauma, social emotional challenges, and mental health issues. The school counselor will provide professional development to support teachers and staff to increase personal mental health and social emotional well-being to better support students. The school counselor will support the Positive Behavioral Intervention and Supports to ensure a positive school climate and culture by incentivizing positive behavior through Buddies, incentives, and rewards for school competitions. The school counselor will provide resources to students, parents, teachers, and staff on stress management, mindfulness, and restorative justice practices to increase personal mental health and social emotional well-being to better support students who have experienced trauma.	[$ 0.00]	Yes

Goal 3

Goal #	Description	Type of Goal
3	Parent and Community Engagement: Voices' parents/guardians, teachers, staff, and community members will be contributing members of the school community through active engagement, communication, collaboration, and decision-making as partners in education to provide students with a well-rounded education.	Broad

State Priorities addressed by this goal.

3 – Parental Involvement – Efforts the school makes to seek parent input in decision-making; Efforts the Charter School makes to promote parental participation in programs for unduplicated pupils and individuals with exceptional needs
6 - School Climate –Survey of teachers and parents/guardians on the sense of school safety and connectedness

An explanation of why the LEA has developed this goal.

Voices understands the importance of having active and engaged parents, guardians, and community members that support the vision, mission, and plans of the Charter School to ensure students are successful. This can best be accomplished through communication, collaboration, and shared decision making.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Seek parent input & promote parental participation in programs for unduplicated students and students with exceptional needs	Beginning Development Data Year: 2022-23 Data Source: Dashboard Fall 2023	Full Implementation Data Year: 2023-24 Data Source: Dashboard Fall 2024		Full Implementation and Sustainability Data Year: 2025-26 Data Source: Dashboard Fall 2026	Increased one level

3.2	English Learner Advisory Committee	Not Yet Available (Total Number per year) Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Number per year) Data Year: 2026-27 Data Source: Local Data	Pending
3.3	Parent Satisfaction with School Program	69% of parents/guardians responded favorably Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Percent Satisfied) Data Year: 2026-27 Data Source: Local Data	Pending
3.4	Teacher/Staff Survey	Pending Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Percent) Data Year: 2023-24 Data Source: Local Data	Pending
3.5	Parent Education Workshops	Not Yet Available (Total Number per year) Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Number per year) Data Year: 2026-27 Data Source: Local Data	Pending

3.6	Project/Portfolio Presentations	2 per year Data Year: 2023-24 Data Source: Local Data	Pending		2 per year Data Year: 2026-27 Data Source: Local Data	Pending

Insert or delete rows, as necessary.

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Parent and Community Engagement and Advisory	Host school-wide events and assemblies to showcase student success to include Orientation, Back to School Night, Open House, Literacy Night, Math Night, and other recruitment and engagement events to get families and community members involved with the school. Host Parent-Teacher Conferences to learn about student progress in the classroom. Host cultural events to build stronger relationships between school-home and demonstrate support/respect for diversity within the community. Administer a School Climate Survey annually. Encourage parents to take on additional leadership responsibilities in advisory groups to develop shared leadership and parent governance. Ensure compliant and functioning Parent Advisory Committee and English Learner Advisory Committee ("ELAC") and provide relevant materials and basic hospitality (water, snacks) for these meetings.	[$ 0.00]	No
3.2	Parent Academy	Provide robust parent education through Parent Academy to ensure a partnership in the students' academic success, the importance of student attendance and engagement, taking an active or leadership role in the school, literacy, supporting social emotional and mental health for the family, and access to tools to support student learning at home which will ensure social emotional and mental health well-being for increased student engagement, attendance, connectedness, achievement, and self-esteem.	[$ 0.00]	Yes
3.3	Parent Communication	Provide consistent communication to students, families, teachers, and staff through the communication application, ParentSquare, in English and Spanish. Utilize the website, newsletters, and social media to communicate student events, reminders, recruitment and enrollment.	[$ 0.00]	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for [LCAP Year]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$[Insert dollar amount here]	$[Insert dollar amount here]

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
[Insert percentage here]%	[Insert percentage here]%	$[Insert dollar amount here]	[Insert percentage here]%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness

1.5, 1.7, 1.9, 1.10, 1.11	2023 CA Dashboard indicated that Voices students are underperforming in ELA, Math, and Science overall and by significant subgroups. The 2023 Dashboard indicates the English Language Arts performance was Overall “Low” – 34.7 points below standard, declined 6.9 points. The following subgroup was “Very Low” – Students with Disabilities – 108.1 points below standard, declined 4 points. The following subgroups were “Low” – English Learners – 51.8 points below standard, maintained -1.1 points, Hispanic/Latinx – 41.2 points below standard, declined 10 points; and Socioeconomically Disadvantaged- 57.9 points below standard, declined 19.1 points. The 2023 Dashboard indicates the Math performance was Overall “Low” – 66.8 points below standard, declined 18.8 points. The following subgroup was “Very Low”: Students with Disabilities – 137.3 points below standard, declined 29.6 points. The follow subgroups were "Low": Socioeconomically Disadvantaged- 84.1 points below standard, declined 26.1 points, English Learners – 86.7 points below standard, declined 15.3 points, and Hispanic/Latinx – 69.4 points below standard, declined 10 points. The 2023 CAST scores for Science in grades 5 and 8 are lower than the State.	Voices is committed to improving student achievement for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, the school will ensure that every classroom has a credentialed teacher who will implement standards using a standards-based curriculum. The teachers, staff, and administrators will receive intensive professional development to increase their ability to support the students. By using evidence based intervention and supplemental materials, students will have the opportunity to accelerate their learning and close the achievement gap that is seen in ELA, SLA, math and science. The primary classrooms will have the support of associate teachers who will support individual and small group interventions in the classroom. With the support of a Student Support Manager, the process of progress monitoring and assigning appropriate interventions will ensure that a robust MTSS program will be implemented with fidelity. The after-school program and summer school will focus on literacy, numeracy, and extended enrichment activities. All these actions will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from these extra academic supports.	1.1 Credentialed Teachers 1.3 Implementation of Standards 1.4 SBAC ELA 1.5 SBAC Math 1.6 CAST Science 1.7 ELA Local Assessment 1.8 SLA Local Assessment 1.9 Math Local Assessment

2.1, 2.3, 2.5, 2.9, 2.10	2023 CA Dashboard indicated that Voices is improving in chronic absenteeism and suspension rates, but in order to ensure students' social emotional health and school connectedness remains high, Voices will continue to prioritize these areas. The 2023 Dashboard indicates the Chronic Absenteeism Rate was Overall "Medium" – 37.3% chronically absent, declined 11.5%. The following subgroup was "High" -Students with Disabilities, 31.3% chronically absent, declined 24.5%. The following subgroups were "Medium" - Socioeconomically Disadvantaged, 38% chronically absent, declined 13.8%, English Learners –38.1% chronically absent, declined 16.4%, and Hispanic/Latinx –38.4% chronically absent, declined 12.4%. The 2023 Dashboard indicates the following - Suspension Rate was Overall "Very Low" - 1% of students were suspended at least one day, declined 2.6%. Students who are suspended multiple times are only counted once. The following subgroups were "Low"- Students with Disabilities - 2% were suspended at least one day, declined 3.6% and English Learners – 1.1% suspended at least one day, declined 2.4%. The following subgroups were "Very Low" - Socioeconomically Disadvantaged - 0% of students were suspended at least one day, declined 4.4% and Hispanic/Latinx – 0.8% were suspended at least one day, declined 2.8%.	Voices is committed to improving the attendance rate, reducing the chronic absenteeism rate, and the suspension rate for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, students will extend the learning in the classroom by attending field trips to expose them to real-world applications. Students will be provided with needed school supplies to ensure access at school and home. By creating a positive school climate and culture, students will be excited to come to school and learn in a nurturing school community. The Dean of Culture will provide needed support to students which poor attendance and behavior to overcome barriers to learning and focus on parent education. The School Counselor will ensure a deep focus on social emotional learning and character development through counseling and resources to help students overcome trauma. All these actions will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from increased attendance rate and decreased chronic absenteeism rate and suspension rate.	2.2 Attendance Rate 2.3 Chronic Absenteeism Rate 2.4 Middle School Dropout Rate 2.5 Suspension Rate 2.6 Expulsion Rate 2.7 Broad Course of Study 2.8 Student Surveys on school safety and connectedness

3.2	2023 CA Dashboard indicated that Voices students are underperforming in ELA, Math, and Science overall and by significant subgroups. 2023 CA Dashboard indicated that Voices is improving in chronic absenteeism and suspension rates, but students' social emotional health and school connectedness is dependent on regular school attendance and understanding. Parents must play an active role in the education of the students and in partnership with the school.	Voices is committed to improving the academic achievement in ELA, SLA, Math, and Science attendance rate, reducing the chronic absenteeism rate, and the suspension rate for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, Voices will provide robust parent education through Parent Academy to ensure a partnership in the students' academic success, the importance of student attendance and engagement, taking an active or leadership role in the school, literacy, supporting social emotional and mental health for the family, and access to tools to support student learning at home which will ensure social emotional and mental health well-being for increased student engagement, attendance, connectedness, achievement, and self-esteem. This action will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from active parent involvement through parent education and will result in increased academic achievement, increased attendance rate and decreased chronic absenteeism rate and suspension rate.	3.1 Parent Input and Participation 3.2 ELAC Meetings 3.3 Parent Satisfaction Surveys 3.4 Teacher/Staff Surveys 3.5 Parent Education

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.3	Increase English Learner Progress Indicator ("ELPI") for all English Learners. The 2023 Dashboard indicates that 46.4% of English Learners made progress toward English Language proficiency or a performance color of "Low" which is a decline of 8.9%. Additionally, many students who have been attending school in the United States for five years have not been Reclassified as Fluent English Proficient.	English Learners have the most opportunity for academic growth as measured by statewide assessment data on the ELPAC. A local needs assessment revealed that the identified students are in more need of high-quality, rigorous, meaningful, engaging instruction in English Language Development. Voices will provide each English Learner with integrated ELD in core content areas. Voices will provide an appropriately credentialed teacher to provide designated ELD daily for 30 minutes to each English Learner in leveled groups using ELD curriculum and monitoring the progress. Additional support will be provided for newcomers and Long Term English Learners. We expect the ELPAC scores of English Learners to increase because of the action focusing on high-quality instruction for the identified students.	1.10 ELPI 1.11 EL Reclassification Rate

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Not Applicable

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	1:16
Staff-to-student ratio of certificated staff providing direct services to students	N/A	1:8

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive Voicess budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

- Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).
- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).
    - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.
- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.

- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections 52060(g) (California Legislative Information) and 52066(g) (California Legislative Information) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section 47606.5(d) (California Legislative Information) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see Education Code Section 52062 (California Legislative Information);
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see Education Code Section 52068 (California Legislative Information); and
- For charter schools, see Education Code Section 47606.5 (California Legislative Information).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)

- Inclusion of metrics other than the statutorily required metrics
- Determination of the target outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions
- Inclusion of action(s) as contributing to increased or improved services for unduplicated students
- Analysis of effectiveness of the specific actions to achieve the goal
- Analysis of material differences in expenditures
- Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
- Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive Voicess budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.

- All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.

- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.

- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The *LCFF State Priorities Summary* provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.

- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.

- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
    - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: *EC* Section 42238.024(b)(1) (California Legislative Information) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.

- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:
    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.

- Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
- Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
- Indicate the school year to which the baseline data applies.
- The baseline data must remain unchanged throughout the three-year LCAP.
    - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
    - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
    - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
    - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then.	Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

- As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
  - The reasons for the ineffectiveness, and
  - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
  - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
  - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
  - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

***Actions for Foster Youth*:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.
    - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.
- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
    - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
    - These required actions will be effective for the three-year LCAP cycle.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit Voicesion or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit Voicesion or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who

provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)

- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).

  - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.

- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
  - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
  - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

    For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
    - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater

than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
    - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
    - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
    - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
    - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
    - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
    - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.

- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
    - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**
    - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

      The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.
- **13. LCFF Carryover — Percentage (12 divided by 9)**
    - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2023

Coversheet

Morgan Hill LCAP Hearing

Section: III. LCAP Public Hearing
Item: C. Morgan Hill LCAP Hearing
Purpose: Discuss
Submitted by:
Related Material: Voices Morgan Hill DRAFT LCAP 2025.docx.pdf

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Voices College-Bound Language Academy at Morgan Hill	Vicky Lopez Principal	vlopez@voicescharterschool.com 408-571-6404

Plan Summary 2025-26

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Voices College-Bound Language Academy at Morgan Hill ("Voices") is an independent TK-8 public charter school in Morgan Hill founded in 2015 authorized by Santa Clara County Office of Education. Voices provides a rigorous college-prep TK-8 program that teaches students English and Spanish and builds on core elements of their identity. The goal of the school is to prepare and inspire students to create positive change in their communities. The school will build a diverse, inclusive, and intellectually stimulating learning environment and emphasize the cognitive and social-emotional skills to inspire intellectually and emotionally intelligent problem-solvers. There are some metrics which do not apply to Voices because it is a TK-8 Charter School: A-G requirements, CTE Completion, AP Passage Rate, EAP ELA and Math, HS Dropout Rate, and HS Graduation Rate.

Mission

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

Vision

All students graduating from Voices College-Bound Language Academies will possess the knowledge, skills and confidence to succeed in any career path they choose to pursue in life by mastering academic standards and subject matter. Students will be aware of the many positive possibilities for their future and enjoy learning throughout their lives. They will be able to think critically by asking questions, especially when confronted with the status quo. Our students will have a sense of social responsibility to make their communities better.

The Voices Network Core Values are:

Students in the Forefront: Our students motivate, inspire and guide us. Every decision is made with their well-being and achievement in mind.

Sí Se Puede Attitude: "Yes we can." These Spanish words reflect the strength of our gente, our people, our culture. Whatever role, age or background, we at Voices embrace Sí Se Puede attitude with a smile on our face.

In Lak'ech: This Mayan phrase means, "I am you, you are me." We are familia. And when we act with unity, we are unstoppable.

Shared Leadership: Everyone has something valuable to contribute to the Voices school community. Whether you are a first-year teacher, an assistant teacher, a principal or a parent, Voices believes in shared knowledge and accountability.

The School Site Values are activism and scholarship promotes a culture that fosters positive learning experiences and encourages a connection and duty to the community we live in.

The California School Dashboard ("Dashboard") in 2023 reports that in 2022-23, Voices served 289 students with diverse needs and backgrounds: 64.7% socioeconomically disadvantaged ("SED") or low income ("LI") students; 59.9% of students were English Learners ("ELs"); 14.87% of English Learners were Redesignated Fluent English Proficient ("RFEP"); 9% of students with disabilities ("SWD"); 0% Foster Youth ("FY"); and, 0% Homeless Youth. As of the 2022-23 school year, enrollment by race and ethnicity at Voices was Hispanic/Latinx (97.9%), White (0.7%), Filipino (0.3%), and Asian (1%). It should be noted that the supplemental and concentration grant funds that come from the Local Control Funding Formula ("LCFF") are for ELs, SED/LI, and FY. Of these subgroups, SED students and ELs are a significant subgroup at Voices; however, the Charter School addresses specific actions and services for FY students to provide equal access to a high-quality program.

The purpose of this Local Control Accountability Plan ("LCAP") is to address the School Plan for Student Achievement ("SPSA") for Voices which is the Schoolwide Program; herein referred to as the LCAP. The Charter School's plan is to effectively meet the ESSA Requirements in alignment with the LCAP and other federal, state and local programs. The plans included in the LCAP address these requirements compliant to include focusing on three goals: GOAL 1: Student Achievement: Improve achievement of all students, including significant subgroups especially English Learners, in English Language Arts ("ELA"), Spanish Language Arts ("SLA"), Mathematics ("Math"), and Science in Voices' dual-immersion model. GOAL 2: Student Engagement: Voices will support the social emotional health and well-being of the students through character development and enrichment activities in a safe, inclusive, learning environment which fosters a strong relationship between teachers and students. GOAL 3: Parent and Community Engagement: Voices' parents/guardians, teachers, staff, and community members will be contributing members of the school community through active engagement, communication, collaboration, and decision-making as partners in education to provide students with a well-rounded education.

The Charter School completed a comprehensive needs assessment of the entire school which included an analysis of verifiable state data and local performance data used to measure student outcomes as evidenced in the annual update portion of the LCAP. The needs assessment process included meeting parents, classified staff, teachers and administrators to identify areas of opportunity for the students and groups of students who are not achieving standard mastery and to identify strategies which will be implemented in the LCAP to address those areas of opportunity. The identification of the process for evaluating and monitoring the implementation of the LCAP and the progress toward accomplishing the established goals will include discussing the actions and services with the use of supplemental funds at the school level through the English Learner Advisory Committee ("ELAC") which functions as the Parent Advisory Committee. ELAC meets a minimum of four times per year to inform the process. Parents, classified staff, certificated staff and an administrator will make up the ELAC. The number of parents will exceed or be equal to the number of total staff members. The ELAC discusses academic performance, supplemental services and areas to make improvements with Title funds as part of the School Plan included in the LCAP conversations at the meeting in the fall and at the meeting in the spring. The teachers, staff, students and parents also participate in an annual survey which provides feedback on the goals and actions. The teachers, staff and administrators actively participate in the decision making process throughout the year and during LCAP workshops. The decisions will take into account the needs of Voices based on student achievement data to include SBAC, ELPAC, and interim assessment data such as NWEA MAP, SLA assessments, cumulative assessments, and attendance and student discipline data to include the significant subgroups of Hispanic/Latinx students, SED students, and ELs and RFEPs. This student

achievement data, attendance data, and student discipline data will be used as a basis for making decisions about the use of supplemental federal funds and the development of policies on basic core services.

Each goal includes actions and services that address the needs of all students and significant subgroups which include evidence-based strategies that provide opportunities for all children, methods and instructional strategies, and particular focus on students at risk of not meeting the State academic standards.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

The 2023 California State Dashboard only identifies performance levels using one of five status levels (ranging from Very Low, Low, Medium, High, and Very High) for state measures. Please note that the status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very High, High, Medium, Low, and Very Low).

Increase ELA Performance overall and for significant subgroups. SBAC English Language Arts (ELA) results declined from Spring 2023 to Spring 2024, with the overall performance level marked *Orange* on the 2024 California School Dashboard. In 2022–23, the overall Distance from Standard (DFS) was -40.7, with 31.53% of students meeting or exceeding standards. By 2023–24, the DFS declined to -55.5, and the percentage of students meeting or exceeding standards dropped to 29.17%. Hispanic students declined from -41.8 DFS to -56.8, and their proficiency rate decreased from 31.49% to 28.57%. Socioeconomically Disadvantaged (SED) students dropped from -39.8 to -56.1, with a decrease in proficiency from 32.33% to 29.49%. English Learners (ELs) were significantly impacted, with DFS falling from -53.4 to -70.1, and only 12.50% meeting standards in 2024 compared to 20.56% in 2023. Long-Term English Learners (LTELs) had a DFS of -92.9 and just 4.55% met or exceeded standards. Students with Disabilities (SWDs) saw a steep decline in performance, with DFS at -115.2 and a drop in proficiency from 23.53% to 15.79%. These results highlight the need for intensive academic support, differentiated instruction, and targeted interventions, especially for ELs, LTELs, and SWDs.

Increase math performance overall and for significant subgroups. SBAC Math scores declined significantly from Spring 2023 to Spring 2024, resulting in an *Orange* rating on the 2024 California School Dashboard. In 2022–23, the overall Distance from Standard (DFS) was -48.2, with 28.80% of students meeting or exceeding standards. By 2023–24, the overall DFS declined to -71.5, and only 19.79% of students met or exceeded standards. Hispanic students declined from -48.9 to -71.6 DFS, with proficiency dropping from 28.73% to 19.58%. Socioeconomically Disadvantaged (SED) students saw their DFS worsen from -52.4 to -74.8, and proficiency rates dropped from 28.03% to 18.71%. English Learners (ELs) showed a decline in DFS from -68.1 to -87.2, with only 7.14% meeting standards in 2024 compared to 11.11% the previous year. Long-Term English Learners (LTELs) had a DFS of -115.1 and only 4.55% met or exceeded standards. Students with Disabilities (SWDs) experienced the most significant drop, with a DFS of -158.6 in 2024 and 0% meeting or exceeding standards, down from 11.76% in 2023. These outcomes signal a pressing need for enhanced mathematics instruction, intervention supports, and focused attention on the needs of ELs, LTELs, and SWDs.

Increase English Learner Progress Indicator (“ELPI”) for all English Learners. The English Learner Progress Indicator (ELPI) showed a slight decline from 2022–23 to 2023–24 but remained close to the state average. In 2022–23, 48.1% of English Learners (ELs) were making progress toward English language proficiency, according to DataQuest ELPAC Summative results, and the ELPI status was rated *Low*. In 2023–24, 45.9% of ELs were making progress, earning an *Orange* rating on the California School Dashboard, nearly aligning with the state

average of 45.7%. While progress remains steady, these results highlight the importance of sustained, high-quality designated and integrated ELD instruction to support English Learners in meeting language development goals.

Decrease chronic absenteeism and increase daily attendance overall and for significant subgroups. Chronic absenteeism rates showed significant improvement from 2022–23 to 2023–24, resulting in a *Yellow* rating on the 2024 California School Dashboard. The overall rate decreased from 37.7% to 26.9%, reflecting progress across nearly all student groups. Hispanic students improved from 37.4% to 26.8%, and English Learners (ELs) saw a decline from 40.1% to 29.4%. Long-Term English Learners (LTELs) were reported at 36.1% in 2024. Socioeconomically Disadvantaged (SED) students improved from 33% to 27.8%, and Students with Disabilities (SWDs) saw the most dramatic reduction, from 64.5% to 23.9%. While gains are encouraging, chronic absenteeism remains a key area for ongoing focus, particularly for LTELs and ELs. Voices will continue this decline and will focus specifically on decreasing Chronic Absenteeism for all students and especially for the subgroups of Hispanic/Latinx students, ELs, SWD, and SED students by implementing a culture of positive on-time attendance five days per week through attendance incentives, positive recognition, and awards to ensure positive daily attendance, implementing the Attendance Policy through parent phone calls, parent meetings, attendance contracts, letters, and home visits, and implementing a prioritized system for identifying and serving students, especially SWD, for are chronically absent based on results of each student's average daily attendance.

Maintain suspension rate at 1%. Suspension rates increased significantly from 2022–23 to 2023–24, resulting in a *Red* rating on the 2024 California School Dashboard. The overall suspension rate rose from 0.7% to 4.4%. Hispanic students increased from 0.7% to 4.6%, and English Learners (ELs) rose from 0.5% to 4.1%. Long-Term English Learners (LTELs) were disproportionately impacted, with a suspension rate of 13.5% in 2024. Socioeconomically Disadvantaged (SED) students increased from 1% to 4.8%, and Students with Disabilities (SWDs) saw a dramatic increase from 0% to 9.4%. These trends indicate an urgent need for strengthened behavioral supports, restorative practices, and early intervention systems, especially for LTELs and SWDs Voices is working with students on alternatives to suspension to include counseling, restorative practices, schoolwide SEL program, behavior support in the classroom, professional development on classroom management, and Positive Behavioral Interventions and Supports ("PBIS").

Voices is not eligible to be an Equity Multiplier School.

Voices Met all Local Indicators: Implementation of Academic Standards, Access to a Broad Course of Study, Basics (Teachers, Instruction Materials, Facilities), Parent and Family Engagement, and Local Climate Survey.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Voices is in General Assistance based on Charter School Assistance due to the hard work and improvement overall and for significant. Based on the 2022 and 2023 Dashboards, Voices is in Additional Targeted Support and Improvement ("ATSI") for SWD. This is based on the chronic absenteeism rate for SWD which has remained in the "Very High" performance level for 2022 and 2023 Dashboards. Voices will focus specifically on decreasing Chronic Absenteeism for all students and especially for SWD by implementing a culture of positive on-time attendance five days per week through attendance incentives, positive recognition, and awards to ensure positive daily attendance, implementing the Attendance Policy through parent phone calls, parent meetings, attendance contracts, letters, and home visits, and implementing a prioritized system for identifying and serving students for are chronically absent based on results of each student's average daily attendance.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2022 and 2023 CA Dashboards.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2022 and 2023 CA Dashboards.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2022 and 2023 CA Dashboards.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Teachers, administrators and other school personnel	Engaged in collecting feedback on the goals and actions with teachers, administrators, and other school personnel during staff meetings called LCAP Engagement. The data, goals, and actions were discussed. Additionally, staff surveys were used to inform the LCAP.
Parents/Guardians	Parent/guardian surveys were used to inform the LCAP.
Students	Engaged in collecting feedback on the goals and actions with middle school students as part of their student council.
Local Bargaining Units (Certificated and Classified)	Voices does not have local bargaining units.
Parent Advisory Committee	LCAP was presented to the Parent Advisory Committee in accordance with Education Code Section 52062(a)(1).
English Learner Advisory Committee	LCAP was presented to the ELAC in accordance with Education Code Section 52062(a)(1).
Student Advisory Committee	LCAP was presented to the Student Advisory Committee in accordance with Education Code Section 52062(a)(1). The Student Council which acts as the Student Advisory Committee reserves the first meeting of the month to provide input on LCAP and other pertinent school policies or actions.
SELPA	Voices consulted with its SELPA to determine that specific actions for individuals with exceptional needs are included in the LCAP in accordance with Education Code Section 52062(a)(5).
Public Comment	6/5/25-6/20/25: Public comment period or notification to members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the LCAP in accordance with Education Code section 52062(a)(3).
Public Hearing	6/5/25 that Voices held at least one public hearing in accordance with Education Code section 52062(b)(1).
Adoption by the Board of Directors	6/25/25 that the Voices Board of Directors adopted the LCAP in a public meeting in accordance with Education Code section 52062(b)(2).
Budget Adoption and Local Indicator Report to Board of Directors	The Progress on Local Indicators was presented and reviewed by the Board. The Budget Overview for Parents, Annual Update, Voices Budget, and LCAP were adopted by the Board on 6/25/25 in accordance with Education Code section 52062(b)(2).

Insert or delete rows, as necessary.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Goals and Actions

Goal 1

Goal #	Description	Type of Goal
1	Student Achievement: Improve achievement of all students, including significant subgroups, especially English Learners, in English Language Arts, Spanish Language Arts, Mathematics, and Science in Voices' dual-immersion model.	Broad

State Priorities addressed by this goal.

1 Basic Services: Teachers appropriately assigned and credentialed/meet ESSA requirements; Every student has sufficient access to standards-aligned instructional materials
2 Implementation of State Standards: Implementation of the academic content and performance standards adopted by the state board; English Learners will access the CCSS and ELD standards for purposes of gaining academic content knowledge and English language proficiency
4 Pupil Achievement: Percentage of all students and significant subgroups who score meet or exceed standard mastery on the SBAC will increase in ELA and Math; Percentage of English Learners demonstrating growth of one or more levels on the ELPAC will increase. Percentage of English Learners who reclassify as fluent English proficient will increase. Percentage of English Learners who have not reclassified in 5 years LTELs will decrease.

An explanation of why the LEA has developed this goal.

Voices has reviewed ELA, Math, Science, and English Learner Proficiency data and is committed to improving student achievement for all students and significant subgroups. The 2023 Dashboard indicates the English Language Arts performance was Overall "Medium," the following subgroups were also "Medium" – English Learners, Hispanic/Latinx, and Socioeconomically Disadvantaged. The 2023 Dashboard indicates the Math performance was Overall "Medium," the following subgroups were also "Medium": English Learners, Hispanic/Latinx, and Socioeconomically Disadvantaged. The 2023 CAST scores for Science Overall and for significant subgroups are lower than the State. The 2023 Dashboard indicates that 48.1% of English Learners made progress toward English Language proficiency or a performance color of "Low."

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline

1.1	Appropriately assigned and fully credentialed teachers	15.3 FTE 13.0% Clear 0.0% Out-of-Field 6.5% Intern 80.4% Ineffective 0.0% Incomplete 0.0% Unknown Data Year: 2021-22 Data Source: DataQuest	10 FTE 0.0% Clear 0.0% Out-of-Field 10.0% Intern 90.0% Ineffective 0.0% Incomplete 0.0% Unknown Data Year: 2022-23 Data Source: DataQuest		10.0% Clear 0.0% Out-of-Field 10% Intern 80% Ineffective 0.0% Incomplete 0.0% Unknown Data Year: 2024-25 Data Source: DataQuest	10 FTE 0.0% Clear 0.0% Out-of-Field 10.0% Intern 90.0% Ineffective 0.0% Incomplete 0.0% Unknown Data Year: 2022-23 Data Source: DataQuest
1.2	Access to standards aligned instructional materials	100% of students with access to standards aligned instructional materials Data Year: 2023-24 Data Source: Local Indicators	100% of students with access to standards aligned instructional materials Data Year: 2024-25 Data Source: Local Indicators		100% of students with access to standards aligned instructional materials Data Year: 2026-27 Data Source: Local Indicators	Met Target
1.3	Implementation of standards for all students and enable ELs access to CCSS and ELD standards	Initial Implementation Data Year: 2022-23 Data Source: Dashboard Fall 2023	Full Implementation Data Year: 2023-24 Data Source: Dashboard Fall 2023		Full Implementation & Sustainability Data Year: 2025-26 Data Source: Dashboard Fall 2026	On Track

1.4	SBAC ELA	2022-23 ELA Distance from Standard Overall: -40.7 HISP: -41.8 SED: -39.8 EL: -53.4 SWD: Too Few Percent Meets and Exceeds: Overall: 31.53% HISP: 31.49% SED: 32.33% EL: 20.56% SWD: 23.53% Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	2023-24 ELA Distance from Standard **Orange** Overall: -55.5 HISP: -56.8 SED: -56.1 EL: -70.1 LTEL: -92.9 SWD: -115.2 Percent Meets and Exceeds: Overall: 29.17% HISP: 28.57% SED: 29.49% EL: 12.50% LTEL: 4.55% SWD: 15.79% Data Year: Spring 2024 Data Source: CAASPP		2025-26 ELA Distance from Standard Overall: -14.8 HISP: -15.2 SED: -16.2 EL: -31.1 SWD: TBD Percent Meets or Exceeds: Overall: 32.81% HISP: 33.02% SED: 32.09% EL: 22.45% SWD: 30.00% Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Distance from Standard Overall: **Declined 14.8 points** HISP: **Declined 15 points** SED: **Declined 16.3 points** EL: **Declined 16.7 points** LTEL: **Declined 38.3 points** SWD: **Declined 4.8 points** Meets and Exceeds: Overall: **Declined 2.36%** HISP: **Declined 2.92%** SED: **Declined 2.84%** EL**: Declined 8.06%** SWD: **Declined 7.74%**

1.5	SBAC Math	2022-23 Math Distance from Standard Overall: -48.2 HISP: -48.9 SED: -52.4 EL: -68.1 SWD: Too Few Percent Meets or Exceeds: Overall: 28.80% HISP: 28.73% SED: 28.03% EL: 11.11% SWD: 11.76% Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	2023-24 Math Distance from Standard **Orange** Overall: -71.5 HISP: -71.6 SED: -74.8 EL: -87.2 LTEL: -115.1 SWD: -158.6 Percent Meets or Exceeds: Overall: 19.79% HISP: 19.58% SED: 18.71% EL: 7.14% LTEL: 4.55% SWD: 0.00% Data Year: Spring 2024 Data Source: CAASPP		2025-26 Math Distance from Standard Overall: -22.9 HISP: -21.5 SED: -27.5 EL: -31.4 SWD: TBD Percent Meets or Exceeds: Overall: 28.56% HISP: 28.63% SED: 25.92% EL: 25.31% SWD: 46.58% Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Overall: **Declined 23.4 points** HISP: **Declined 22.8 points** SED: **Declined 22.4 points** EL: **Declined 19.2 points** LTEL **Declined 34.6 points** SWD: **Declined 51.2 points** Overall: **Declined 9.01%** HISP: **Declined 9.15%** SED: **Declined 9.32%** EL: **Declined 3.97%** SWD: **Declined 11.76%**

1.6	CAST Science	Overall: 7.55% HISP: 7.69% SED: 6.98% EL: 2.78% SWD: Too Few Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	2023-24 Math Distance from Standard **Orange** Overall: -71.5 HISP: -71.6 SED: -74.8 EL: -87.2 LTEL: -115.1 SWD: -158.6 Percent Meets or Exceeds: Overall: 19.79% HISP: 19.58% SED: 18.71% EL: 7.14% LTEL: 4.55% SWD: 0.00% Data Year: Spring 2024 Data Source: CAASPP		Overall: 19.44% HISP: 19.54% SED: 3.23% EL: 15% SWD: TBD Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Overall-- **Increased 13.6%** Hispanic – **Increased 12.31%** SED - **Increased 17.47%** EL – **Decreased 2.78%** SWD: Too Few

1.7	ELA Local Assessment –MAP	50% of students met growth target Data Year: 2023-24 Data Source: MAP Assessment Data	45% of students met growth target Data Year: Fall 2024 Data Source: MAP Assessment Data		-0.2 Conditional Growth Index (CGI) 65% of students met growth target Data Year: 2026-27 Data Source: MAP Assessment Data	**5% Decline**
1.8	Math Local Assessment –MAP	Not Yet Available Data Year: 2023-24 Data Source: Local Data	54% of students met growth target Data Year: Fall 2024 Data Source: MAP Assessment Data		-0.2 Conditional Growth Index (CGI) 65% of students met growth target Data Year: 2026-27 Data Source: MAP Assessment Data	Pending
1.10	EL students making progress toward English Proficiency	ELPI is Low for 2023 ELPI is 48.1% Data Year: 2022-23 Data Source: DataQuest ELPAC Summative	45.9% Making Progress **Orange** Data Year: 2023-24 Data Source: Dashboard 2024 (State – 45.7%)		ELPI is High for 2026 ELPI is 55% Data Year: 2025-26 Data Source: DataQuest ELPAC Summative	Declined 2.2%
1.11	EL Reclassification Rate	Data release delayed by the CDE Data Year: 2022-23 Data Source: Dataquest	Data release delayed by the CDE Data Year: 2023-24 Data Source: Dataquest		EL Reclassification rate is 40% Data Year: 2025-26 Data Source: Dataquest	Pending

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing

1.1	Appropriately Staff School	Implement a comprehensive core staffing plan to ensure appropriate staffing across all departments to provide basic services. Staffing will consider student enrollment, programmatic changes, and any vacancies or turnover in alignment with the school's mission, vision, and educational objectives. Develop a recruitment strategy to attract highly qualified, diverse candidates for all open positions reflective of the student body and community demographics. Continue strategies to ensure new teachers are supported and complete an induction program. Develop strategies to retain talented staff, onboard new staff, ensure a competitive compensation package, and evaluate all staff for continual improvement.	[$ 0.00]	No
1.2	Implementation of Core Curriculum	Ensure fidelity to the core high-quality curriculum (ELA, SLA, Math, Science, Social Science) to ensure full implementation which will include a trainer/consultant who provides professional development to teachers and administrators, ensuring teachers utilize the curriculum, work on how to plan lessons, and integrate formative data to inform instruction.	[$ 0.00]	No
1.3	Support for English Learners	Provide each English Learner with integrated ELD in core content areas. Provide an appropriately credentialed teacher to provide designated ELD daily to each English Learner in leveled groups using ELD curriculum (EL Achieve) and monitoring the progress using the Sheltered Instruction Observation Protocol (SIOP). Provide supplemental curricula to support the progress of English language acquisition and mastery leading to redesignation. Provide meaningful, ongoing professional development to support instructional strategies for English Learners. Teachers will develop a sound understanding of how to implement supports for English learners in the classroom, the English Learner Master Plan including reclassification criteria, the CA Roadmap for English Learners, impactful strategies for integrated ELD, and supporting the academic needs of dual identified students.	[$ 0.00]	Yes

1.4	Support for Students with Disabilities	Support Students with Disabilities by ensuring enough staff (teachers and paraprofessionals) or outside service providers to ensure all students receive services outlined in Individual Educational Plans. Ensure compliance with SELPA policies, protocols, and participation. Ensure that all students improve academic acceleration of SWD to ensure goal attainment. Notify parents/guardians about progress toward goals. Ensure time for collaboration between special educators or providers with general education classroom teachers to ensure accommodations and other services provided. Special attention will be paid to SWD with poor attendance and behavioral issues. Ensure that all staff, especially special education teachers and staff, receive external professional development to address the needs of SWD.	[$ 0.00]	No

1.5	Professional Development	Provide meaningful and ongoing professional development opportunities for administrators, teachers and staff. Topics may include: • Core Curriculum Training to ensure full implementation with fidelity • Collaboration between General Education Teachers and Special Education Teachers • Systematic ELD (English Learner Master Plan, ELA/ELD Standards, CA Roadmap for English Learners, ELD Curriculum) and Sheltered Instruction and Observation Protocol (“SIOP”) • Trauma Informed Instruction • Culturally Responsive Pedagogy • Personal and Professional Goal Setting and Planning for Advancement • Diversity, Equity, and Inclusion (“DEI”) • Using Achieve3000 to improve Literacy • Mathematical Mindset • Multi-Tier System of Supports ("MTSS") • English Learner Master Plan, ELA/ELD Standards, CA Roadmap for English Learners, Sheltered Instruction Observation Protocol (“SIOP”) • Differentiating and Using Instructional Strategies for English Learners, SWD, academically high achieving students, and academically low achieving students • Constructed Writing Response • Academic Vocabulary in English and Spanish • Scaffolding Instruction at Grade Level Standards • Data Analysis - review identified assessment data, to disaggregate the data, to determine strategies that will be utilized to address the needs of the identified students • Restorative Justice Practices • Positive Behavior Intervention Support– Encouraging positive behavior, building relationships, understanding diversity and inclusion, classroom management, and ensuring students have a sense of belonging. • Inquiry Based Instruction • Project-Based Learning • Parents/Guardians as Partners • Charter School Organizations and Conferences- CCSA, CSDC, CABE Provide in-depth professional development for teachers in the summer. Topics may include:	[$ 0.00]	Yes

		• Understanding of Charter, Mission, Vision, and Core Values • Academic Program • Voices School Culture Playbook • Multi-Tier System of Supports • Positive Behavior Intervention Support Provide in-depth professional development for associate teachers. Topics may include: • Direct Service to Students • Small Group Instruction • Read – Write Connection • Effective Instructional Strategies • Effective Behavioral Redirection and De-Escalation Strategies • Planning Enrichment Activities Provide in-depth professional development for principals. Topics may include: • Ongoing Training/Coaching to support administration on data analysis, supporting teachers and staff through implementation of curriculum, using effective and culturally responsive instructional strategies to scaffold student learning and differentiate instruction. • Continue SEEL Servant Leadership • Leading a data team - review identified assessment data (academic and culture), to disaggregate the data, to determine strategies that will be utilized to address the needs of the identified students • Charter School Leadership • Differentiation for ELs and SWD • Positive Behavior Intervention Support • Multi-Tier System of Supports • Parents/Guardians as Partners • Opportunities for trainings (SELPA), workshops (SCCOE), and conferences (CSDC, CCSA, CABE)		
1.6	Technology Infrastructure and Support	Provide a robust technology infrastructure (hardware, software, internet access, etc.) to students and staff to support instructional goals. Ensure technology support is provided to teachers and staff to support instructional goals.	[$ 0.00]	No

1.7	Intervention and Supplemental Materials	Provide support for identified students who will work in small groups and individually to increase academic skills in reading and math based on benchmark assessments (NWEA MAP, Renaissance STAR, Illuminate, Achievement Networks, PKRS). The intervention will encourage the identified students to interact with the content standards through real world experiences. The intervention will use explicit strategies to remediate students' skills in literacy and numeracy. Supplemental, intervention instructional materials, and other online and text materials will be used (Dreambox, Achieve3000, Smarty Ants, Newsela, Mystery Science). Implement a variety of supplemental, intervention, and instructional materials for use during intervention and in the classroom focused on reading and math. Students will use these programs during centers or independent learning times while teachers work with small groups so that all students are continuing to receive instruction at their level in addition to grade-level content. The supplemental materials will provide additional opportunities to remediate and accelerate academic skills.	[$ 0.00]	Yes
1.8	Instructional Coach and Principal	The Instructional Coach and the Principal coach teaches on the most effective instructional practices for the whole child and the significant subgroups. Ensure rigor, appropriate pacing, lesson development and execution, and meaningful student feedback. Support teachers on data-analysis skills during data meetings, provide professional development, coach and provide meaningful feedback, coach on engagement techniques with real-time coaching, coach on exemplars for student success, support small-group instruction, ensure implementation of Tier 1 and Tier 2 interventions, and specific evaluations based on professional goals.	[$ 0.00]	No

1.9	Associate Teachers	Provide associate teachers in primary grades to provide direct service to students in the classroom under the direction of certificated teachers. Associate teachers will provide individualized, small group, and whole group support to students to increase academic skills in ELA, SLA, and Math based on teacher data analysis and teacher planning. The focus will be to remediate academic skills by answering questions, explaining directions and concepts, and taking additional support time. Associate teachers support the teacher with formative assessments and the school with diagnostics and provide daily enrichment to students. This creates more opportunities for differentiated learning for all students. The Associate Teachers action is an evidence-based educational strategy designed to meet the needs of our students identified through the comprehensive needs assessment in order to support them to meet the challenging State academic content standards.	[$ 0.00] Title I	Yes
1.10	Student Services Manager	The Student Services Manager will coordinate all services for special populations (504, SPED, SST, truant, etc.) The SSM also coordinates professional development for special education teachers and associate teachers. They do walkthroughs of our inclusion program as well and provide feedback to all teachers regarding their intervention strategies. The SSM will track data and support with coaching of teachers and staff. The SSM will play an active role in weekly Intellectual Preparation and Planning and data meetings through collaboration in order to close the achievement gap for the most vulnerable students.	[$ 0.00]	Yes
1.11	After School Program and Summer School	Provide a robust after-school program and summer school for students to increase academic skills in reading, writing, speaking, and math. The focus will be to remediate academic skills and to provide enrichment activities. Voices will provide a robust summer program open to all students by providing summer school staff, instructional materials, supplies, snacks, meals, and teacher extra duty pay. Voices will provide summer school to increase academic skills in ELA/Literacy and Math through project based learning and field trips.	[$ 0.00]	Yes
1.12	Network Support Infrastructure	Implement a strong support infrastructure for the school through network educational services, student support services, operational services, human resource management (credentials), business services to support the school's instructional goals. Ensure clear and consistent communication between the network, the school, the teachers, the staff, and the families. Ensure transparency and accountability.	[$ 0.00]	No

1.13	Library, Computer Lab, and Resource Room	By integrating a library, computer lab, and resource room into the Charter School environment, students gain access to the resources and support necessary to develop their literacy skills in both English and Spanish, utilize technology effectively, and receive the accommodations needed to overcome barriers to learning. The library will serve as the heart of literacy development, stocking a diverse range of books in both English and Spanish which will foster a love for reading and encourage language acquisition in both languages. The library will provide a space to implement “Los Dichos” for parent volunteers to read bilingual stories to students and host author visits. The computer lab will provide essential technology access for students which will bridge the digital divide ensuring all students have the opportunity to develop digital literacy skills. A dedicated resource room will support SWD especially those who are also EL and will encourage collaborative efforts between general education teachers and special education teachers. This holistic approach ensures that all students, regardless of their linguistic background or learning needs, have the opportunity to thrive academically and achieve their full potential.		

Goal 2

Goal #	Description	Type of Goal
2	Student Engagement: Voices will support the social emotional health and well-being of the students through character development and enrichment activities in a safe, inclusive, learning environment which fosters a strong relationship between teachers and students.	Broad

State Priorities addressed by this goal.

5 – Pupil Engagement – School Attendance Rate; Chronic Absenteeism Rate; Middle School Drop-Out
6 - School Climate – Suspension Rate; Expulsion Rate; Survey of students on the sense of school safety and connectedness
7 – Course Access - Broad course of study; Programs and services developed and provided to unduplicated pupils; Programs and services developed and provided to students with exceptional needs

An explanation of why the LEA has developed this goal.

Voices is committed to students receiving social emotional well-being support and enrichment activities to ensure they remain engaged in the school community. The School Attendance Rate is 92.12%. The 2023 Dashboard indicates the Chronic Absenteeism Rate was Overall "Medium" with the following subgroup was "Very High" -Students with Disabilities, the following subgroups was "Medium" - Socioeconomically Disadvantaged, English Learners, and Hispanic/Latinx.

The 2023 Dashboard indicates the Suspension Rate was Overall "Low" with the following subgroups as, the following subgroup was "Very Low"- English Learners and Students with Disabilities, and the following subgroups were "Low" - Socioeconomically Disadvantaged and Hispanic/Latinx.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Facilities in good repair	All facilities met "Good" repair Data Year: 2022-23 Data Source: SARC 2022-23 based on FIT	All facilities in "Exemplary" repair Data Year: 2023-24 Data Source: SARC 2023-24 FIT September 2024		All facilities met "Good" repair Data Year: 2025-26 Data Source: SARC 2025-26 based on FIT	All facilities in "Exemplary" repair Data Year: 2023-24 Data Source: SARC 2023-24 FIT September 2024

2.2	Attendance Rate	92.12% Data Year: 2023-24 Data Source: P-2 Report	94% Data Year: 2024-25 Thus far Data Source: Thru November 22, 2024		96% Data Year: 2026-27 Data Source: P-2 Report	**Increased 3.2%**
2.3	Chronic Absenteeism Rate	All: 37.7% HISP: 37.4% EL: 40.1% SED: 33% SWD: 64.5% Data Year: 2022-23 Data Source: Dashboard Fall 2026	All: 26.9% Yellow HISP:26.8% EL: 29.4% LTEL: 36.1% SED: 27.8% SWD: 23.9% Data Year: 2023-24 Data Source: Dashboard 2024		All: 20% HISP: 20% EL: 20% SED: 20% SWD: 20% Data Year: 2025-26 Data Source: Dashboard Fall 2026	All: **Declined 10.8%** HISP: **Declined 10.6%** EL: **Declined 10.7%** LTEL: **Increased 3.9%** SED :**Declined 5.2%** SWD: **Declined 23.9%**
2.4	Middle School Drop Out Rate	0% Data Year 2023-24 Data Source CALPADS 8.1c	0% Data Year 2024-25 Data Source CALPADS 8.1c		0% Data Year 2026-27 Data Source CALPADS 8.1c	Met Target

2.5	Suspension Rate	All: 0.7% HISP: 0.7% EL: 0.5% SED: 1% SWD: 0% Data Year: 2022-23 Data Source: Dashboard Fall 2023 Suspension Rate	All: 4.4% **Red** HISP: 4.6% EL: 4.1% LTEL: 13.5% SED:4.8% SWD: 9.4% Data Year: 2023-24 Data Source: Dashboard 2024		All: 1% HISP: 1% EL: 1% SED: 1% SWD: 1% Data Year: 2025-26 Data Source: Dashboard Fall 2026 Suspension Rate	All –**Increased 3.7%** HISP - **Increased 3.9%** EL: **Increased 3.6%** LTEL**: Increased 10.5%** SED – **Increased 3.8%** SWD – **Increased 9.4%**
2.6	Expulsion Rate	0% for all students and significant student subgroups Data Year: 2022-23 Data Source: DataQuest Expulsion Rate	0% for all students and significant student subgroups Data Year: 2023-24 Data Source: DataQuest Expulsion Rate		0% for all students and significant student subgroups Data Year: 2025-26 Data Source: DataQuest Expulsion Rate	Met Target
2.7	Broad Course of Study	100% of students enrolled in Enrichment Courses Data Year: 2023-24 Data Source: Local Data	100% of students enrolled in Enrichment Courses Data Year: 2024-25 Data Source: Local Data		100% of students enrolled in Enrichment Courses Data Year: 2026-27 Data Source: Local Data	Met Target
2.8	Student Surveys on the sense of safety and school connectedness	Not Yet Available (Total Percent) Data Year: 2023-24 Data Source: Local Data	Pending		80% Data Year: 2026-27 Data Source: Local Data	Pending

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Field Trips	Provide field trips for students that will exemplify the standards-based curriculum through a hands-on, experiential experience. This will improve school connectedness, attendance, and engagement.	[$ 0.00]	Yes

2.2	Student Health	Ensure that universal precautions recommended by members of the School-site Leadership Team (i.e. Principal, Dean of Culture, Business Manager, Student Services Manager and Instructional Coach) ensure student health. Address the physical needs of all students and monitor serious health concerns through monitoring medications and treatments. Secure outside providers for vision and hearing screenings and puberty education in grade 5 and sex health education in grade 7 as required.	[$ 0.00]	No
2.3	School Supplies	Provide school supplies including borrowed Chromebooks and hotspots returned at the end of the year, calculators, rulers, colored pencils, binders, pens, pencils, etc. so that the students have the materials needed to support their learning. Backpacks, uniforms, and school supplies will be provided to students based on need. School supplies provided to students will ensure that students have access to supplies which will promote equity and inclusivity in the classroom.	[$ 0.00]	Yes
2.4	Safe, Clean Facilities	Maintain a safe and clean school facility and environment for students. Custodians will continue to clean our facility regularly and address any cleaning associated with a virus (cold, flu, RSV, COVID, etc.). Maintain facility in good repair as measured by the FIT Report. Identified issues or needs will be tracked via the work order process and will be completed in a timely manner. Ensure the safety plan is fully implemented.	[$ 0.00]	No

2.5	Positive School Climate and Culture	Support schoolwide Positive Behavior Intervention and Supports to ensure a positive school climate and culture. Provide a data management system (Panorama) to track student behavior, provide intervention planning tools for individual students, and progress monitoring tools to determine whether the interventions are supporting students. Incentivize positive behavior through weekly drawings, incentives, and rewards for school competitions. Host assemblies about bullying, social emotional well-being, and other activities that encourage student engagement through bilingualism. Prioritize student activities, clubs, and events to create a sense of belonging for students. Ensure the work environment is collaborative and working with each other toward a common goal and there is time for teachers and associate teachers to collaborate for improved student achievement. Work directly with students and families to increase attendance and reduce suspensions and utilize alternative to suspensions through the practice of restorative justice practices which may include peer mediation, conflict resolution, restitution, peer tutoring, and incentives for positive behavior.	[$ 0.00]	Yes
2.6	Attendance Support	Implement the Attendance Policies and Tiered Re-Engagement Strategies with fidelity. Tier I strategies targeted all students and included sharing flyers with parents/guardians on attendance expectations, including reminders on attendance in parent/guardian newsletters/updates, and reminders after winter and spring break to return to school. Tier II supports are for students that need a little more attention and support due to being absent with more regularity. Tier II strategies included Voices Dean of Culture monitoring attendance and engagement in a Tiered communications log, regular contact with parents/guardians, and SST meetings to discuss the impact on learning as a result of student absences. Tier III supports are for students demonstrating chronic absenteeism. Students and families received individualized support and modifications. These plans were adjusted for students as needed. Tier III strategies included referring students to outside support and providers, creating specialized student plans for participation, implementing a behavior plan and supporting teachers with strategies to meet students specific needs. Voices will develop a culture of positive on-time attendance five days per week through attendance incentives, positive recognition, and awards to ensure positive daily attendance.	[$ 0.00]	No

2.7	Enrichment Activities and Advisory Curriculum	Focus on the social emotional curriculum, strong relationship building, school connectedness, attendance, and engagement to improve behavior, attendance and academic achievement. Ensure consistent, structured programming and opportunities for student choice. Provide enrichment activities and supplies for students to expand arts education, service learning, and physical education (Playworks, dance, ToolBox). Specific focus on developing the middle school Advisory/Student Council called Grupo Estudiantil for Voices Middle School to ensure development of self-management skills, self-regulation, critical thinking to create strong teacher-student relationships outside of core content areas.	[$ 0.00]	No
2.8	Middle School Culture	Develop policies and procedures specifically for Middle School in order to create a strong middle school culture that will strengthen the unity in the TK-8 school. Topics will include students as role models, behavioral expectations, preparing for high school, requirements to attend activities, etc. Activities will include dances, music at lunch, yearbooks, service to the school, buddies with younger students, school ambassadors, student competitions, grad nite (during the day), promotion, etc. and Responsibilities will be delineated for Grupo Estudiantil and which activities they will plan.	[$ 0.00]	No
2.9	Dean of Culture	Dean of Culture who promotes an engaging, positive and safe school culture and environment that will maintain desired attendance and student engagement. The Dean of Culture will train staff on the use of our social emotional learning supports and oversee enrichment activities and programs at the school. The Dean of Culture will provide parent education workshops.	[$ 0.00]	Yes

2.10	School Counselor	The School Counselor will address the social, emotional health and well-being of students. Provide one on one counseling, small group counseling, social skills groups, student, and family support, and overall support of the school climate and culture. They will support students impacted by trauma, social emotional challenges, and mental health issues. The school counselor will provide professional development to support teachers and staff to increase personal mental health and social emotional well-being to better support students. The school counselor will support the Positive Behavioral Intervention and Supports to ensure a positive school climate and culture by incentivizing positive behavior through Buddies, incentives, and rewards for school competitions. The school counselor will provide resources to students, parents, teachers, and staff on stress management, mindfulness, and restorative justice practices to increase personal mental health and social emotional well-being to better support students who have experienced trauma.	[$ 0.00]	Yes

Goal 3

Goal #	Description	Type of Goal
3	Parent and Community Engagement: Voices' parents/guardians, teachers, staff, and community members will be contributing members of the school community through active engagement, communication, collaboration, and decision-making as partners in education to provide students with a well-rounded education.	Broad

State Priorities addressed by this goal.

3 – Parental Involvement – Efforts the school makes to seek parent input in decision-making; Efforts the Charter School makes to promote parental participation in programs for unduplicated pupils and individuals with exceptional needs
6 - School Climate –Survey of teachers and parents/guardians on the sense of school safety and connectedness

An explanation of why the LEA has developed this goal.

Voices understands the importance of having active and engaged parents, guardians, and community members that support the vision, mission, and plans of the Charter School to ensure students are successful. This can best be accomplished through communication, collaboration, and shared decision making.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Seek parent input & promote parental participation in programs for unduplicated students and students with exceptional needs	Initial Implementation Data Year: 2022-23 Data Source: Dashboard Fall 2023	Initial Implementation Data Year: 2022-23 Data Source: Dashboard Fall 2023		Full Implementation and Sustainability Data Year: 2025-26 Data Source: Dashboard Fall 2026	On Track

3.2	English Learner Advisory Committee	Not Yet Available (Total Number per year) Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Number per year) Data Year: 2026-27 Data Source: Local Data	Pending
3.3	Parent Satisfaction with School Program	Not Yet Available (Total Percent Satisfied) 69% of parents/guardians responded favorably Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Percent Satisfied) Data Year: 2026-27 Data Source: Local Data	Pending
3.4	Teacher/Staff Survey	Not Yet Available (Total Percent) Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Percent) Data Year: 2023-24 Data Source: Local Data	Pending
3.5	Parent Education Workshops	Not Yet Available (Total Number per year) Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Number per year) Data Year: 2026-27 Data Source: Local Data	Pending

3.6	Project/Portfolio Presentations	2 per year Data Year: 2023-24 Data Source: Local Data	Pending		2 per year Data Year: 2026-27 Data Source: Local Data	Pending

Insert or delete rows, as necessary.

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Parent and Community Engagement and Advisory	Host schoolwide events and assemblies to showcase student success to include Orientation, Back to School Night, Open House, Literacy Night, Math Night, and other recruitment and engagement events to get families and community members involved with the school. Host Parent-Teacher Conferences to learn about student progress in the classroom. Host cultural events to build stronger relationships between school-home and demonstrate support/respect for diversity within the community. Administer a School Climate Survey annually. Encourage parents to take on additional leadership responsibilities in advisory groups to develop shared leadership and parent governance. Ensure compliant and functioning Parent Advisory Committee and English Learner Advisory Committee ("ELAC") and provide relevant materials and basic hospitality (water, snacks) for these meetings.	[$ 0.00]	No
3.2	Parent Academy	Provide robust parent education through Parent Academy to ensure a partnership in the students' academic success, the importance of student attendance and engagement, taking an active or leadership role in the school, literacy, supporting social emotional and mental health for the family, and access to tools to support student learning at home which will ensure social emotional and mental health well-being for increased student engagement, attendance, connectedness, achievement, and self-esteem.	[$ 0.00]	Yes
3.3	Parent Communication	Provide consistent communication to students, families, teachers, and staff through the communication application, Parent Square, in English and Spanish. Utilize the website, newsletters, and social media to communicate student events, reminders, recruitment and enrollment.	[$ 0.00]	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for [LCAP Year]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$[Insert dollar amount here]	$[Insert dollar amount here]

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
[Insert percentage here]%	[Insert percentage here]%	$[Insert dollar amount here]	[Insert percentage here]%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness

1.5, 1.7, 1.9, 1.10, 1.11	2023 CA Dashboard indicated that Voices students are underperforming in ELA, Math, and Science overall and by significant subgroups. The 2023 Dashboard indicates the English Language Arts performance was Overall “Very Low” – 74.8 points below standard, declined 14.4 points. The following subgroups were “Very Low” – English Learners – 91.1 points below standard, declined 15.2 points, Hispanic/Latinx – 75.2 points below standard, declined 15.5 points; and Socioeconomically Disadvantaged- 76.2 points below standard, declined 9.3 points. The 2023 Dashboard indicates the Math performance was Overall “Low” – 93.6 points below standard, declined 10.8 points. The following subgroups were “Very Low”: English Learners – 102 points below standard, declined 10.6 points, and Socioeconomically Disadvantaged- 104.8 points below standard, declined 17.3 points. The following subgroup was "Low": Hispanic/Latinx – 93.2 points below standard, declined 11.8 points. The 2023 CAST scores for Science in grades 5 and 8 are lower than the State.	Voices is committed to improving student achievement for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, the school will ensure that every classroom has a credentialed teacher who will implement standards using a standards-based curriculum. The teachers, staff, and administrators will receive intensive professional development to increase their ability to support the students. By using evidence based intervention and supplemental materials, students will have the opportunity to accelerate their learning and close the achievement gap that is seen in ELA, SLA, math and science. The primary classrooms will have the support of associate teachers who will support individual and small group interventions in the classroom. With the support of a Student Support Manager, the process of progress monitoring and assigning appropriate interventions will ensure that a robust MTSS program will be implemented with fidelity. The after-school program and summer school will focus on literacy, numeracy, and extended enrichment activities. All these actions will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from these extra academic supports.	1.1 Credentialed Teachers 1.3 Implementation of Standards 1.4 SBAC ELA 1.5 SBAC Math 1.6 CAST Science 1.7 ELA Local Assessment 1.8 SLA Local Assessment 1.9 Math Local Assessment

2.1, 2.3, 2.5, 2.9, 2.10	2023 CA Dashboard indicated that Voices is improving in chronic absenteeism and suspension rates, but in order to ensure students' social emotional health and school connectedness remains high, Voices will continue to prioritize these areas. The 2023 Dashboard indicates the Chronic Absenteeism Rate was Overall "Medium" – 42.1% chronically absent, declined 6.5%. The following subgroup was "Very High" -Students with Disabilities, 56.7% chronically absent, increased 11%. The following subgroup was "High" - Socioeconomically Disadvantaged, 48.5% chronically absent, declined 2%. The following subgroups were "Medium" - English Learners – 40% chronically absent, declined 6.6%, and Hispanic/Latinx –41.5% chronically absent, declined 6.5%. The 2023 Dashboard indicates the following - Suspension Rate was Overall "Very Low" – 0.6% of students were suspended at least one day, declined 1.6%. Students who are suspended multiple times are only counted once. The following subgroups were "Very Low"- Hispanic/Latinx – 0.6% were suspended at least one day, declined 1.6% and Socioeconomically Disadvantaged – 0.9% of students were suspended at least one day, declined 1%. The following subgroup was "Low" English Learners – 1.1% suspended at least one day, declined 1.3%. The following subgroup was "High" Students with Disabilities – 3.1% were suspended at least one day, increased 0.3%.	Voices is committed to improving the attendance rate, reducing the chronic absenteeism rate, and the suspension rate for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, students will extend the learning in the classroom by attending field trips to expose them to real-world applications. Students will be provided with needed school supplies to ensure access at school and home. By creating a positive school climate and culture, students will be excited to come to school and learn in a nurturing school community. The Dean of Culture will provide needed support to students which poor attendance and behavior to overcome barriers to learning and focus on parent education. The School Counselor will ensure a deep focus on social emotional learning and character development through counseling and resources to help students overcome trauma. All these actions will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from increased attendance rate and decreased chronic absenteeism rate and suspension rate.	2.2 Attendance Rate 2.3 Chronic Absenteeism Rate 2.4 Middle School Dropout Rate 2.5 Suspension Rate 2.6 Expulsion Rate 2.7 Broad Course of Study 2.8 Student Surveys on school safety and connectedness

3.2	2023 CA Dashboard indicated that Voices students are underperforming in ELA, Math, and Science overall and by significant subgroups. 2023 CA Dashboard indicated that Voices is improving in chronic absenteeism and suspension rates, but students' social emotional health and school connectedness is dependent on regular school attendance and understanding. Parents must play an active role in the education of the students and in partnership with the school.	Voices is committed to improving the academic achievement in ELA, SLA, Math, and Science attendance rate, reducing the chronic absenteeism rate, and the suspension rate for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, Voices will provide robust parent education through Parent Academy to ensure a partnership in the students' academic success, the importance of student attendance and engagement, taking an active or leadership role in the school, literacy, supporting social emotional and mental health for the family, and access to tools to support student learning at home which will ensure social emotional and mental health well-being for increased student engagement, attendance, connectedness, achievement, and self-esteem. This action will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from active parent involvement through parent education and will result in increased academic achievement, increased attendance rate and decreased chronic absenteeism rate and suspension rate.	3.1 Parent Input and Participation 3.2 ELAC Meetings 3.3 Parent Satisfaction Surveys 3.4 Teacher/Staff Surveys 3.5 Parent Education

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.3	Increase English Learner Progress Indicator ("ELPI") for all English Learners. The 2023 Dashboard indicates that 46.4% of English Learners made progress toward English Language proficiency or a performance color of "Low" which is a decline of 8.9%. Additionally, many students who have been attending school in the United States for five years have not been Reclassified as Fluent English Proficient.	English Learners have the most opportunity for academic growth as measured by statewide assessment data on the ELPAC. A local needs assessment revealed that the identified students are in more need of high-quality, rigorous, meaningful, engaging instruction in English Language Development. Voices will provide each English Learner with integrated ELD in core content areas. Voices will provide an appropriately credentialed teacher to provide designated ELD daily for 30 minutes to each English Learner in leveled groups using ELD curriculum and monitoring the progress. Additional support will be provided for newcomers and Long Term English Learners. We expect that the ELPAC scores of English Learners will increase because the action focusing on high-quality instruction for the identified students.	1.10 ELPI 1.11 EL Reclassification Rate

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Not Applicable

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	1:16
Staff-to-student ratio of certificated staff providing direct services to students	N/A	1:8

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive Voicess budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).

- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).

    - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).

- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

> Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.

- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;

- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections 52060(g) (California Legislative Information) and 52066(g) (California Legislative Information) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section 47606.5(d) (California Legislative Information) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and

- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see Education Code Section 52062 (California Legislative Information);
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see Education Code Section 52068 (California Legislative Information); and
- For charter schools, see Education Code Section 47606.5 (California Legislative Information).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:

    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
    - Inclusion of metrics other than the statutorily required metrics
    - Determination of the target outcome on one or more metrics
    - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
    - Inclusion of action(s) or a group of actions
    - Elimination of action(s) or group of actions
    - Changes to the level of proposed expenditures for one or more actions
    - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
    - Analysis of effectiveness of the specific actions to achieve the goal
    - Analysis of material differences in expenditures
    - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
    - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive Voicess budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The *LCFF State Priorities Summary* provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
    - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).

- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: *EC* Section 42238.024(b)(1) (California Legislative Information) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.

- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:

- The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
- The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
  - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
  - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
  - Indicate the school year to which the baseline data applies.
  - The baseline data must remain unchanged throughout the three-year LCAP.
    - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
    - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their

educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.

- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then.	Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
        - The reasons for the ineffectiveness, and
        - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
    - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
    - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

***Actions for Foster Youth*:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.

- If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:

  - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.

  - These required actions will be effective for the three-year LCAP cycle.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the

identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit Voicesion or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit Voicesion or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.

- **Action #**: Enter the action's number as indicated in the LCAP Goal.

- **Action Title**: Provide a title of the action.

- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.

- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.

- If "Yes" is entered into the Contributing column, then complete the following columns:

    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.

    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.

- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."

- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.

- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
    - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

      For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services

provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
    - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater

than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
    - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
    - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
    - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
    - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
    - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
    - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**

- This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).

- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

  - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

    The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

  - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2023

Coversheet

Mount Pleasant LCAP Hearing

Section: III. LCAP Public Hearing
Item: D. Mount Pleasant LCAP Hearing
Purpose: Discuss
Submitted by:
Related Material: Voices Mount Pleasant DRAFT LCAP 2025.docx.pdf

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Voices College-Bound Language Academy at Mount Pleasant	Mari DeGutierrez Principal	mdegutierrez@voicescharterschool.com 408-571-6404

Plan Summary 2025-26

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Voices College-Bound Language Academy at Mount Pleasant ("Voices") is an independent TK-8 public charter school in San Jose founded in 2015 authorized by Santa Clara County Office of Education. Voices provides a rigorous college-prep TK-8 program that teaches students English and Spanish and builds on core elements of their identity. The goal of the school is to prepare and inspire students to create positive change in their communities. The school will build a diverse, inclusive, and intellectually stimulating learning environment and emphasize the cognitive and social-emotional skills to inspire intellectually and emotionally intelligent problem-solvers. There are some metrics which do not apply to Voices because it is a TK-8 Charter School: A-G requirements, CTE Completion, AP Passage Rate, EAP ELA and Math, HS Dropout Rate, and HS Graduation Rate.

Mission

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

Vision

All students graduating from Voices College-Bound Language Academies will possess the knowledge, skills and confidence to succeed in any career path they choose to pursue in life by mastering academic standards and subject matter. Students will be aware of the many positive possibilities for their future and enjoy learning throughout their lives. They will be able to think critically by asking questions, especially when confronted with the status quo. Our students will have a sense of social responsibility to make their communities better.

The Voices Network Core Values are:

Students in the Forefront: Our students motivate, inspire and guide us. Every decision is made with their well-being and achievement in mind.

Sí Se Puede Attitude: “Yes we can.” These Spanish words reflect the strength of our gente, our people, our culture. Whatever role, age or background, we at Voices embrace Sí Se Puede attitude with a smile on our face.

In Lak’ech: This Mayan phrase means, “I am you, you are me.” We are familia. And when we act with unity, we are unstoppable.

Shared Leadership: Everyone has something valuable to contribute to the Voices school community. Whether you are a first-year teacher, an assistant teacher, a principal or a parent, Voices believes in shared knowledge and accountability.

The School Site Values of activism and scholarship promote a culture that fosters positive learning experiences and encourages a connection and duty to the community we live in.

The California School Dashboard (“Dashboard”) in 2023 reports that in 2022-23, Voices served 286 students with diverse needs and backgrounds: 64% socioeconomically disadvantaged (“SED”) or low income (“LI”) students; 54.5% of students were English Learners (“ELs”); 11.19% of English Learners were Redesignated Fluent English Proficient (“RFEP”); 8.7% of students with disabilities (“SWD”); 0.3% Foster Youth (“FY”); and, 0% Homeless Youth. As of the 2022-23 school year, enrollment by race and ethnicity at Voices was Hispanic/Latinx (98.6%), White (0.3%), African American/Black (0.3%), and Two or More Races (0.7%). It should be noted that the supplemental and concentration grant funds that come from the Local Control Funding Formula (“LCFF”) are for ELs, SED/LI, and FY. Of these subgroups, SED students and ELs are a significant subgroup at Voices; however, the Charter School addresses specific actions and services for FY students to provide equal access to a high-quality program.

The purpose of this Local Control Accountability Plan (“LCAP”) is to address the School Plan for Student Achievement (“SPSA”) for Voices Community Charter School which is the Schoolwide Program; herein referred to as the LCAP. The Charter School’s plan is to effectively meet the ESSA Requirements in alignment with the LCAP and other federal, state and local programs. The plans included in the LCAP address these requirements compliant to include focusing on three goals: GOAL 1: Student Achievement: Improve achievement of all students, including significant subgroups especially English Learners, in English Language Arts (“ELA”), Spanish Language Arts (“SLA”), Mathematics (“Math”), and Science in Voices’ dual-immersion model. GOAL 2: Student Engagement: Voices will support the social emotional health and well-being of the students through character development and enrichment activities in a safe, inclusive, learning environment which fosters a strong relationship between teachers and students. GOAL 3: Parent and Community Engagement: Voices’ parents/guardians, teachers, staff, and community members will be contributing members of the school community through active engagement, communication, collaboration, and decision-making as partners in education to provide students with a well-rounded education.

The Charter School completed a comprehensive needs assessment of the entire school which included an analysis of verifiable state data and local performance data used to measure student outcomes as evidenced in the annual update portion of the LCAP. The needs assessment process included meeting parents, classified staff, teachers and administrators to identify areas of opportunity for the students and groups of students who are not achieving standard mastery and to identify strategies which will be implemented in the LCAP to address those areas of opportunity. The identification of the process for evaluating and monitoring the implementation of the LCAP and the progress toward accomplishing the established goals will include discussing the actions and services with the use of supplemental funds at the school level through the English Learner Advisory Committee (“ELAC”) which functions as the Parent Advisory Committee. ELAC meets a minimum of four times per year to inform the process. Parents, classified staff, certificated staff and an administrator will make up the ELAC. The number of parents will exceed or be equal to the number of total staff members. The ELAC discusses academic performance, supplemental services and areas to make improvements with Title funds as part of the School Plan included in the LCAP conversations at the meeting in the fall and at the meeting in the spring. The teachers, staff, students and parents also participate in an annual survey which provides

feedback on the goals and actions. The teachers, staff and administrators actively participate in the decision making process throughout the year and during LCAP workshops. The decisions will take into account the needs of Voices based on student achievement data to include SBAC, ELPAC, and interim assessment data such as NWEA MAP, SLA assessments, cumulative assessments, and attendance and student discipline data to include the significant subgroups of Hispanic/Latinx students, SED students, and ELs and RFEPs. This student achievement data, attendance data, and student discipline data will be used as a basis for making decisions about the use of supplemental federal funds and the development of policies on basic core services.

Each goal includes actions and services that address the needs of all students and significant subgroups which include evidence-based strategies that provide opportunities for all children, methods and instructional strategies, and particular focus on students at risk of not meeting the State academic standards.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

The 2023 California State Dashboard only identifies performance levels using one of five status levels (ranging from Very Low, Low, Medium, High, and Very High) for state measures. Please note that the status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very High, High, Medium, Low, and Very Low).

Increase ELA Performance overall and for significant subgroups. SBAC English Language Arts (ELA) performance declined sharply from Spring 2023 to Spring 2024, resulting in a *Red* rating on the 2024 California School Dashboard. The overall Distance from Standard (DFS) worsened from -74.8 to -105.6, and the percentage of students meeting or exceeding standards dropped from 17.81% to 11.72%. Hispanic students declined from -75.2 DFS and 18.02% proficiency in 2023 to -106.6 DFS and 11.32% proficiency in 2024. Socioeconomically Disadvantaged (SED) students also showed a drop from -76.2 to -108.1 DFS, with proficiency falling from 17.09% to 11.32%. English Learners (ELs) experienced a significant drop, with DFS moving from -91.1 to -130, and the percentage meeting standards falling from 7.45% to 3.75%. Long-Term English Learners (LTELs) performed the lowest, with a DFS of -142.4 and 0% meeting standards. Students with Disabilities (SWDs) also declined to -131.2 DFS and 0% proficiency. These results highlight an urgent need for comprehensive, evidence-based literacy interventions and targeted support for ELs, LTELs, and SWDs to address foundational gaps and accelerate academic growth.

Increase math performance overall and for significant subgroups. SBAC Math performance declined substantially from Spring 2023 to Spring 2024, resulting in a *Red* rating on the 2024 California School Dashboard. The overall Distance from Standard (DFS) fell from -82.9 to -121.8, and the percentage of students meeting or exceeding standards decreased from 13.56% to 7.87%. Hispanic students dropped from -81.5 to -121.4 DFS, with proficiency falling from 13.63% to 7.94%. Socioeconomically Disadvantaged (SED) students worsened from -87.5 to -119.2 DFS, with a drop in proficiency from 10.92% to 7.69%. English Learners (ELs) declined from -91.4 to -135.9 DFS, and their proficiency rate dropped from 10.31% to 3.80%. Long-Term English Learners (LTELs) were most impacted, with a DFS of -195.3 and 0% meeting or exceeding standards. Students with Disabilities (SWDs) declined to -127.2 DFS, with proficiency decreasing from 31.58% in 2023 to 14.28% in 2024. These data reflect a critical need for strengthened mathematics instruction, intervention services, and specialized supports for ELs, LTELs, and SWDs.

Increase English Learner Progress Indicator ("ELPI") for all English Learners. The English Learner Progress Indicator (ELPI) declined significantly from 2022–23 to 2023–24 and was rated *Red* on the 2024 California School Dashboard. In 2022–23, 33.9% of English Learners (ELs) were making progress toward English language proficiency, earning a *Very Low* rating. In 2023–24, that percentage dropped to 19.4%, far below the state average of 45.7%. This decline indicates a critical need to strengthen both designated and integrated English Language Development (ELD) instruction and to provide more targeted support for English Learners to accelerate language acquisition and academic achievement.

Decrease chronic absenteeism and increase daily attendance overall and for significant subgroups. Chronic absenteeism rates remained persistently high from 2022–23 to 2023–24, resulting in an *Orange* rating on the 2024 California School Dashboard. The overall rate showed a minimal decrease from 42.1% to 41%. Hispanic students declined slightly from 41.5% to 40.6%, while English Learners (ELs) decreased from 40% to 39%. Long-Term English Learners (LTELs) were reported at 43.3% in 2024. Socioeconomically Disadvantaged (SED) students showed improvement from 48.5% to 41.5%, but Students with Disabilities (SWDs) worsened significantly, rising from 56.7% to 65.2%. These data reflect an ongoing need for robust attendance interventions and individualized supports, particularly for SWDs and LTELs, to improve student engagement and reduce instructional time lost due to chronic absenteeism. Voices will continue this decline and will focus specifically on decreasing Chronic Absenteeism for all students and especially for the subgroups of Hispanic/Latinx students, ELs, SWD, and SED students by implementing a culture of positive on-time attendance five days per week through attendance incentives, positive recognition, and awards to ensure positive daily attendance, implementing the Attendance Policy through parent phone calls, parent meetings, attendance contracts, letters, and home visits, and implementing a prioritized system for identifying and serving students for are chronically absent based on results of each student's average daily attendance.

Maintain suspension rate at 1%. Suspension rates increased sharply from 2022–23 to 2023–24, resulting in a *Red* rating on the 2024 California School Dashboard. The overall rate rose from 0.6% to 5.4%. Hispanic students increased from 0.6% to 5.5%, and English Learners (ELs) rose from 1.1% to 3.6%. Long-Term English Learners (LTELs) were disproportionately impacted, with a suspension rate of 10% in 2024. Socioeconomically Disadvantaged (SED) students rose from 0.9% to 6.4%, and Students with Disabilities (SWDs) increased from 3.1% to 8.3%. These sharp increases highlight an urgent need to strengthen schoolwide positive behavior supports, implement restorative practices, and provide targeted behavioral interventions, especially for LTELs, SED students, and SWDs. Voices is working with students on alternatives to suspension to include counseling, restorative practices, schoolwide SEL program, behavior support in the classroom, professional development on classroom management, and Positive Behavioral Interventions and Supports ("PBIS") especially for SWD.

Voices is not eligible to be an Equity Multiplier School.

Voices Met all Local Indicators: Implementation of Academic Standards, Access to a Broad Course of Study, Basics (Teachers, Instruction Materials, Facilities), Parent and Family Engagement, and Local Climate Survey.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Voices is in General Assistance based on Charter School Assistance due to the hard work and improvement overall and specifically for Students with Disabilities. Based on the 2022 and 2023 Dashboards , Voices was in Additional Targeted Support and Improvement ("ATSI") for SWD. This is based on the chronic absenteeism rate for SWD which has remained in the "Very High" performance level for 2022 and 2023

Dashboards. Voices will focus specifically on decreasing Chronic Absenteeism for all students and especially for SWD by implementing a culture of positive on-time attendance five days per week through attendance incentives, positive recognition, and awards to ensure positive daily attendance, implementing the Attendance Policy through parent phone calls, parent meetings, attendance contracts, letters, and home visits, and implementing a prioritized system for identifying and serving students for are chronically absent based on results of each student's average daily attendance.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2022 and 2023 CA Dashboards.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2022 and 2023 CA Dashboards.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2022 and 2023 CA Dashboards.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Teachers, administrators and other school personnel	Engaged in collecting feedback on the goals and actions with teachers, administrators, and other school personnel during staff meetings called LCAP Engagement. The data, goals, and actions were discussed. Additionally, staff surveys were used to inform the LCAP.
Parents/Guardians	Parent/guardian surveys were used to inform the LCAP.
Students	Engaged in collecting feedback on the goals and actions with middle school students as part of their student council.
Local Bargaining Units (Certificated and Classified)	Voices does not have local bargaining units.
Parent Advisory Committee	LCAP was presented to the Parent Advisory Committee in accordance with Education Code Section 52062(a)(1).
English Learner Advisory Committee	LCAP was presented to the ELAC in accordance with Education Code Section 52062(a)(1).
Student Advisory Committee	LCAP was presented to the Student Advisory Committee in accordance with Education Code Section 52062(a)(1). The Student Council which acts as the Student Advisory Committee reserves the first meeting of the month to provide input on LCAP and other pertinent school policies or actions.
SELPA	Voices consulted with its SELPA to determine that specific actions for individuals with exceptional needs are included in the LCAP in accordance with Education Code Section 52062(a)(5).
Public Comment	6/5/25-6/20/25: Public comment period or notification to members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the LCAP in accordance with Education Code section 52062(a)(3).
Public Hearing	6/5/25 that Voices held at least one public hearing in accordance with Education Code section 52062(b)(1).
Adoption by the Board of Directors	6/25/25 that the Voices Board of Directors adopted the LCAP in a public meeting in accordance with Education Code section 52062(b)(2).
Budget Adoption and Local Indicator Report to Board of Directors	The Progress on Local Indicators was presented and reviewed by the Board. The Budget Overview for Parents, Annual Update, Voices Budget, and LCAP were adopted by the Board on 6/25/25 in accordance with Education Code section 52062(b)(2).

Insert or delete rows, as necessary.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Goals and Actions

Goal 1

Goal #	Description	Type of Goal
1	Student Achievement: Improve achievement of all students, including significant subgroups, especially English Learners, in English Language Arts, Spanish Language Arts, Mathematics, and Science in Voices' dual-immersion model.	Broad

State Priorities addressed by this goal.

1 Basic Services: Teachers appropriately assigned and credentialed/meet ESSA requirements; Every student has sufficient access to standards-aligned instructional materials
2 Implementation of State Standards: Implementation of the academic content and performance standards adopted by the state board; English Learners will access the CCSS and ELD standards for purposes of gaining academic content knowledge and English language proficiency
4 Pupil Achievement: Percentage of all students and significant subgroups who score meet or exceed standard mastery on the SBAC will increase in ELA and Math; Percentage of English Learners demonstrating growth of one or more levels on the ELPAC will increase. Percentage of English Learners who reclassify as fluent English proficient will increase. Percentage of English Learners who have not reclassified in 5 years LTELs will decrease.

An explanation of why the LEA has developed this goal.

Voices has reviewed ELA, Math, Science, and English Learner Proficiency data and is committed to improving student achievement for all students and significant subgroups. The 2023 Dashboard indicates the English Language Arts performance was Overall "Very Low," the following subgroups were "Very Low" – English Learners, Hispanic/Latinx, and Socioeconomically Disadvantaged. The 2023 Dashboard indicates the Math performance was Overall "Low," the following subgroups were "Very Low": English Learners and Socioeconomically Disadvantaged. The following subgroup was "Low": Hispanic/Latinx. The 2023 CAST scores for Science in grades 5 and 8 are lower than the State. The 2023 Dashboard indicates that 33.9% of English Learners made progress toward English Language proficiency or a performance color of "Very Low."

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline

1.1	Appropriately assigned and fully credentialed teachers	15.0 FTE 20.0% Clear 0.0% Out-of-Field 6.7% Intern 73.3% Ineffective 0.0% Incomplete 0.0% Unknown Data Year: 2021-22 Data Source: DataQuest	9.0 FTE 0.0% Clear 11.1% Out-of-Field 0.0% Intern 77.8% Ineffective 11.1% Incomplete 0.0% Unknown Data Year: 2022-23 Data Source: DataQuest		70% Clear 30% Intern Data Year: 2024-25 Data Source: DataQuest	FTE **Declined by 6.0** Clear **Declined 20.0%** Out-of-Field **Increased 11.1%** Intern **Declined 6.7%** Ineffective **Increased 4.5%** Incomplete **Increased 11.1%** Unknown **Maintained 0.0%**
1.2	Access to standards aligned instructional materials	100% of students with access to standards aligned instructional materials Data Year: 2023-24 Data Source: Local Indicators	100% of students with access to standards aligned instructional materials Data Year: 2024-25 Data Source: Local Indicators		100% of students with access to standards aligned instructional materials Data Year: 2026-27 Data Source: Local Indicators	Met Target
1.3	Implementation of standards for all students and enable ELs access to CCSS and ELD standards	Initial Implementation Data Year: 2022-23 Data Source: Dashboard Fall 2023	Initial Implementation Data Year: 2023-24 Data Source: Dashboard Fall 2024		Full Implementation & Sustainability Data Year: 2025-26 Data Source: Dashboard Fall 2026	On Track

1.4	SBAC ELA	2022-23 ELA Distance from Standard Overall: -74.8 HISP: -75.2 SED: -76.2 EL: -91.1 SWD: Too Few Percent Meets and Exceeds: Overall: 17.81% HISP: 18.02% SED: 17.09% EL: 7.45% SWD: 15.00% Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	2023-24 ELA Distance from Standard **Red** Overall: -105.6 HISP: -106.6 SED: -108.1 EL: -130 LTEL: -142.4 SWD: -131.2 Percent Meets and Exceeds: Overall: 11.72% HISP: 11.32% SED: 11.32% EL: 3.75% LTEL: 0.0% SWD: 0.0% Data Year: Spring 2024 Data Source: CAASPP		2025-26 ELA Distance from Standard Overall: -14.8 HISP: -15.2 SED: -16.2 EL: -31.1 SWD: TBD Percent Meets or Exceeds: Overall: 32.81% HISP: 33.02% SED: 32.09% EL: 22.45% SWD: 30.00% Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Distance from Standard Overall: **Declined 30.9 points** HISP: **Declined 31.4 points** SED: **Declined 31.8 points** EL: **Declined 38.9 points** LTEL: **Declined 34.8 points** SWD: **Declined 40.2 points** Meets and Exceeds: Overall: **Declined 6.09%** HISP: **Declined 6.7%** SED: **Declined 5.77%** EL**: Declined 3.7%** LTEL**: Declined 6.7%** SWD: **Declined 15.00%**

1.5	SBAC Math	2022-23 Math Distance from Standard Overall: -82.9 HISP: -81.5 SED: -87.5 EL: -91.4 SWD: Too Few Percent Meets or Exceeds: Overall: 13.56% HISP: 13.63% SED: 10.92% EL: 10.31% SWD: 31.58% Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	2023-24 Math Distance from Standard **Red** Overall: -121.8 HISP: -121.4 SED: -119.2 EL: -135.9 LTEL: -195.3 SWD: -127.2 Percent Meets or Exceeds: Overall: 7.87% HISP: 7.94% SED: 7.69% EL: 3.80% LTEL: 0.0% SWD: 14.28% Data Year: Spring 2024 Data Source: CAASPP		2025-26 Math Distance from Standard Overall: -22.9 HISP: -21.5 SED: -27.5 EL: -31.4 SWD: TBD Percent Meets or Exceeds: Overall: 28.56% HISP: 28.63% SED: 25.92% EL: 25.31% SWD: 46.58% Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Overall: **Declined 28.2 points** HISP: **Declined 28.2 points** SED: **Declined 14.5 points** EL: **Declined 33.9 points** LTEL **Declined 57.9 points** SWD: **Declined 49.2 points** Overall: **Declined 5.69%** HISP: **Declined 5.69%** SED: **Declined 3.23%** EL: **Declined 6.51%** LTEL: **Maintained 0.0%** SWD: **Declined 17.3%**

1.6	CAST Science	Overall: 4.44% HISP: 4.54% SED: 3.23% EL: 0% SWD: Too Few Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	Overall: 4.88% HISP: 4.88% SED: 6.45% EL: 0% SWD: Too Few Data Year: Spring 2024 Data Source: CAASPP		Overall: 19.44% HISP: 19.54% SED: 3.23% EL: 15% SWD: TBD Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Overall– **Maintained 0.44%** Hispanic – **Maintained 0.34%** SED - **Increased 3.22%** EL – **Maintained 0%** SWD: Too Few
1.7	ELA Local Assessment –MAP	7.29% of students met growth target MAP Data Year: 2023-24 Data Source: Local Data	40% of students met growth target Data Year: Fall 2024 Data Source: MAP Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students met growth target Data Year: 2026-27 Data Source: MAP Assessment Data	**32.71% Increase**
1.8	Math Local Assessment –MAP	Not Yet Available Data Year: 2023-24 Data Source: Local Data	41% of students met growth target Data Year: Fall 2024 Data Source: MAP Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students met growth target Data Year: 2026-27 Data Source: MAP Assessment Data	Pending

1.9	EL students making progress toward English Proficiency	ELPI is Very Low for 2023 ELPI is 33.9% Data Year: 2022-23 Data Source: DataQuest ELPAC Summative	19.4% Making Progress **Red** Data Year: 2023-24 Data Source: Dashboard 2024 (State – 45.7%)		ELPI is High for 2026 ELPI is 55% Data Year: 2025-26 Data Source: DataQuest ELPAC Summative	**Declined 14.4%**
1.10	EL Reclassification Rate	Data release delayed by the CDE Data Year: 2022-23 Data Source: Dataquest	Data release delayed by the CDE Data Year: 2023-24 Data Source: Dataquest		EL Reclassification rate is 40% Data Year: 2025-26 Data Source: Dataquest	Pending

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Appropriately Staff School	Implement a comprehensive core staffing plan to ensure appropriate staffing across all departments to provide basic services. Staffing will consider student enrollment, programmatic changes, and any vacancies or turnover in alignment with the school's mission, vision, and educational objectives. Develop a recruitment strategy to attract highly qualified, diverse candidates for all open positions reflective of the student body and community demographics. Continue strategies to ensure new teachers are supported and complete an induction program. Develop strategies to retain talented staff, onboard new staff, ensure a competitive compensation package, and evaluate all staff for continual improvement.	[$ 0.00]	No
1.2	Implementation of Core Curriculum	Ensure fidelity to the core high-quality curriculum (ELA, SLA, Math, Science, Social Science) to ensure full implementation which will include a trainer/consultant who provides professional development to teachers and administrators, ensuring teachers utilize the curriculum, work on how to plan lessons, and integrate formative data to inform instruction.	[$ 0.00]	No

1.3	Support for English Learners	Provide each English Learner with integrated ELD in core content areas. Provide an appropriately credentialed teacher to provide designated ELD daily to each English Learner in leveled groups using ELD curriculum (EL Achieve) and monitoring the progress using the Sheltered Instruction Observation Protocol (SIOP). Provide supplemental curricula to support the progress of English language acquisition and mastery leading to redesignation. Provide meaningful, ongoing professional development to support instructional strategies for English Learners. Teachers will develop a sound understanding of how to implement supports for English learners in the classroom, the English Learner Master Plan including reclassification criteria, the CA Roadmap for English Learners, impactful strategies for integrated ELD, and supporting the academic needs of dual identified students.	[$ 0.00]	Yes
1.4	Support for Students with Disabilities	Support Students with Disabilities by ensuring enough staff (teachers and paraprofessionals) or outside service providers to ensure all students receive services outlined in Individual Educational Plans. Ensure compliance with SELPA policies, protocols, and participation. Ensure that all students improve academic acceleration of SWD to ensure goal attainment. Notify parents/guardians about progress toward goals. Ensure time for collaboration between special educators or providers with general education classroom teachers to ensure accommodations and other services provided. Special attention will be paid to SWD with poor attendance and behavioral issues. Ensure that all staff, especially special education teachers and staff, receive external professional development to address the needs of SWD.	[$ 0.00]	No

1.5	Professional Development	Provide meaningful and ongoing professional development opportunities for administrators, teachers and staff. Topics may include: • Core Curriculum Training to ensure full implementation with fidelity • Collaboration between General Education Teachers and Special Education Teachers • Systematic ELD (English Learner Master Plan, ELA/ELD Standards, CA Roadmap for English Learners, ELD Curriculum) and Sheltered Instruction and Observation Protocol (“SIOP”) • Trauma Informed Instruction • Culturally Responsive Pedagogy • Personal and Professional Goal Setting and Planning for Advancement • Diversity, Equity, and Inclusion (“DEI”) • Using Achieve3000 to improve Literacy • Mathematical Mindset • Multi-Tier System of Supports ("MTSS") • English Learner Master Plan, ELA/ELD Standards, CA Roadmap for English Learners, Sheltered Instruction Observation Protocol (“SIOP”) • Differentiating and Using Instructional Strategies for English Learners, SWD, academically high achieving students, and academically low achieving students • Constructed Writing Response • Academic Vocabulary in English and Spanish • Scaffolding Instruction at Grade Level Standards • Data Analysis - review identified assessment data, to disaggregate the data, to determine strategies that will be utilized to address the needs of the identified students • Restorative Justice Practices • Positive Behavior Intervention Support– Encouraging positive behavior, building relationships, understanding diversity and inclusion, classroom management, and ensuring students have a sense of belonging. • Inquiry Based Instruction • Project-Based Learning • Parents/Guardians as Partners • Charter School Organizations and Conferences- CCSA, CSDC, CABE	[$ 0.00]	Yes

		Provide in-depth professional development for teachers in the summer. Topics may include: • Understanding of Charter, Mission, Vision, and Core Values • Academic Program • Voices School Culture Playbook • Multi-Tier System of Supports • Positive Behavior Intervention Support Provide in-depth professional development for associate teachers. Topics may include: • Direct Service to Students • Small Group Instruction • Read – Write Connection • Effective Instructional Strategies • Effective Behavioral Redirection and De-Escalation Strategies • Planning Enrichment Activities Provide in-depth professional development for principals. Topics may include: • Ongoing Training/Coaching to support administration on data analysis, supporting teachers and staff through implementation of curriculum, using effective and culturally responsive instructional strategies to scaffold student learning and differentiate instruction. • Continue SEEL Servant Leadership • Leading a data team - review identified assessment data (academic and culture), to disaggregate the data, to determine strategies that will be utilized to address the needs of the identified students • Charter School Leadership • Differentiation for ELs and SWD • Positive Behavior Intervention Support • Multi-Tier System of Supports • Parents/Guardians as Partners • Opportunities for trainings (SELPA), workshops (SCCOE), and conferences (CSDC, CCSA, CABE)		

1.6	Technology Infrastructure and Support	Provide a robust technology infrastructure (hardware, software, internet access, etc.) to students and staff to support instructional goals. Ensure technology support is provided to teachers and staff to support instructional goals.	[$ 0.00]	No
1.7	Intervention and Supplemental Materials	Provide support for identified students who will work in small groups and individually to increase academic skills in reading and math based on benchmark assessments (NWEA MAP, Renaissance STAR, Illuminate, PKRS). The intervention will encourage the identified students to interact with the content standards through real world experiences. The intervention will use explicit strategies to remediate students' skills in literacy and numeracy. Supplemental, intervention instructional materials, and other online and text materials will be used (Dreambox, Achieve3000, Smarty Ants, Newsela, Mystery Science). Implement a variety of supplemental, intervention, and instructional materials for use during intervention and in the classroom focused on reading and math. Students will use these programs during centers or independent learning times while teachers work with small groups so that all students are continuing to receive instruction at their level in addition to grade-level content. The supplemental materials will provide additional opportunities to remediate and accelerate academic skills.	[$ 0.00]	Yes
1.8	Instructional Coach and Principal	The Instructional Coach and the Principal coach teaches on the most effective instructional practices for the whole child and the significant subgroups. Ensure rigor, appropriate pacing, lesson development and execution, and meaningful student feedback. Support teachers on data-analysis skills during data meetings, provide professional development, coach and provide meaningful feedback, coach on engagement techniques with real-time coaching, coach on exemplars for student success, support small-group instruction, ensure implementation of Tier 1 and Tier 2 interventions, and specific evaluations based on professional goals.	[$ 0.00]	No

1.9	Associate Teachers	Provide associate teachers in primary grades to provide direct service to students in the classroom under the direction of certificated teachers. Associate teachers will provide individualized, small group, and whole group support to students to increase academic skills in ELA, SLA, and Math based on teacher data analysis and teacher planning. The focus will be to remediate academic skills by answering questions, explaining directions and concepts, and taking additional support time. Associate teachers support the teacher with formative assessments and the school with diagnostics and provide daily enrichment to students. This creates more opportunities for differentiated learning for all students. The Associate Teachers action is an evidence-based educational strategy designed to meet the needs of our students identified through the comprehensive needs assessment in order to support them to meet the challenging State academic content standards.	[$ 0.00] Title I	Yes
1.10	Student Services Manager	The Student Services Manager will coordinate all services for special populations (504, SPED, SST, truant, etc.) The SSM also coordinates professional development for special education teachers and associate teachers. They do walkthroughs of our inclusion program as well and provide feedback to all teachers regarding their intervention strategies. The SSM will track data and support with coaching of teachers and staff. The SSM will play an active role in weekly Intellectual Preparation and Planning and data meetings through collaboration in order to close the achievement gap for the most vulnerable students.	[$ 0.00]	Yes
1.11	After School Program and Summer School	Provide a robust after-school program and summer school for students to increase academic skills in reading, writing, speaking, and math. The focus will be to remediate academic skills and to provide enrichment activities. Voices will provide a robust summer program open to all students by providing summer school staff, instructional materials, supplies, snacks, meals, and teacher extra duty pay. Voices will provide summer school to increase academic skills in ELA/Literacy and Math through project based learning and field trips.	[$ 0.00]	Yes

1.12	Network Support Infrastructure	Implement a strong support infrastructure for the school through network educational services, student support services, operational services, human resource management (credentials), business services to support the school's instructional goals. Ensure clear and consistent communication between the network, the school, the teachers, the staff, and the families. Ensure transparency and accountability.	[$ 0.00]	No

Goal 2

Goal #	Description	Type of Goal
2	Student Engagement: Voices will support the social emotional health and well-being of the students through character development and enrichment activities in a safe, inclusive, learning environment which fosters a strong relationship between teachers and students.	Broad

State Priorities addressed by this goal.

5 – Pupil Engagement – School Attendance Rate; Chronic Absenteeism Rate; Middle School Drop-Out
6 - School Climate – Suspension Rate; Expulsion Rate; Survey of students on the sense of school safety and connectedness
7 – Course Access - Broad course of study; Programs and services developed and provided to unduplicated pupils; Programs and services developed and provided to students with exceptional needs

An explanation of why the LEA has developed this goal.

Voices is committed to students receiving social emotional well-being support and enrichment activities to ensure they remain engaged in the school community. The School Attendance Rate is 89.11%. The 2023 Dashboard indicates the Chronic Absenteeism Rate was Overall "Medium" with the following subgroup was "Very High" -Students with Disabilities, the following subgroups was "High" - Socioeconomically Disadvantaged, and the following subgroups were "Medium" - English Learners and Hispanic/Latinx.

The 2023 Dashboard indicates the Suspension Rate was Overall "Very Low" with the following subgroups as "High" Students with Disabilities, the following subgroup was "Low"- English Learners, and the following subgroups were "Very Low" - Socioeconomically Disadvantaged and Hispanic/Latinx.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Facilities in good repair	All facilities met "Good" repair Data Year: 2022-23 Data Source: SARC 2022-23 based on FIT	All facilities in "Fair" repair Data Year: 2023-24 Data Source: SARC 2023-24 FIT September 2024		All facilities met "Good" repair Data Year: 2025-26 Data Source: SARC 2025-26 based on FIT	**Declined one level**

2.2	Attendance Rate	89.11% Data Year: 2023-24 Data Source: P-2 Report	91% Data Year: 2024-25 Thus far Data Source: Thru November 22, 2024		96% Data Year: 2026-27 Data Source: P-2 Report	**Increased 1.7%**
2.3	Chronic Absenteeism Rate	All: 42.1% HISP: 41.5% EL: 40% SED: 48.5% SWD: 56.7% Data Year: 2022-23 Data Source: Dashboard Fall 2026	All: 41% Orange HISP: 40.6% EL: 39% LTEL: 43.3% SED: 41.5% SWD: 65.2% Data Year: 2023-24 Data Source: Dashboard 2024		All: 20% HISP: 20% EL: 20% SED: 20% SWD: 20% Data Year: 2025-26 Data Source: Dashboard Fall 2026	All: **Declined 1.1%** HISP: **Declined 0.9%** EL: **Declined 1%** LTEL: **Increased 18.3%** SED :**Declined 7.1%** SWD: **Increased 8.6%**
2.4	Middle School Drop Out Rate	0% Data Year 2023-24 Data Source CALPADS 8.1c	0% Data Year 2024-25 Data Source CALPADS 8.1c		0% Data Year 2026-27 Data Source CALPADS 8.1c	Met Target

2.5	Suspension Rate	All: 0.6% HISP: 0.6% EL: 1.1% SED: 0.9% SWD: 3.1% Data Year: 2022-23 Data Source: Dashboard Fall 2023 Suspension Rate	All: 5.4% **Red** HISP: 5.5% EL: 3.6% LTEL: 10% SED:6.4% SWD: 8.3% Data Year: 2023-24 Data Source: Dashboard 2024		All: 1% HISP: 1% EL: 1% SED: 1% SWD: 1% Data Year: 2025-26 Data Source: Dashboard Fall 2026 Suspension Rate	All –**Increased 4.8%** HISP - **Increased 4.9%** EL: **Increased 2.5%** LTEL**: Increased 5.2%** SED – **Increased 5.5%** SWD – **Increased 5.2%**
2.6	Expulsion Rate	0% for all students and significant student subgroups Data Year: 2022-23 Data Source: DataQuest Expulsion Rate	0% for all students and significant student subgroups Data Year: 2023-24 Data Source: DataQuest		0% for all students and significant student subgroups Data Year: 2025-26 Data Source: DataQuest Expulsion Rate	Met target
2.7	Broad Course of Study	100% of students enrolled in Enrichment Courses Data Year: 2023-24 Data Source: Local Data	100% of students enrolled in Enrichment Courses Data Year: 2024-25 Data Source: Local Data		100% of students enrolled in Enrichment Courses Data Year: 2026-27 Data Source: Local Data	Met Target

2.8	Student Surveys on the sense of safety and school connectedness	Not Yet Available (Total Percent) Data Year: 2023-24 Data Source: Local Data	Pending		80% Data Year: 2026-27 Data Source: Local Data	Pending

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing

2.1	Field Trips	Provide field trips for students that will exemplify the standards-based curriculum through a hands-on, experiential experience. This will improve school connectedness, attendance, and engagement.	[$ 0.00]	Yes
2.2	Student Health	Ensure that universal precautions recommended by members of the School-site Leadership Team (i.e. Principal, Dean of Culture, Business Manager, Student Services Manager and Instructional Coach) to ensure the health of students. Address the physical needs of all students and monitor serious health concerns through monitoring medications and treatments. Secure outside providers for vision and hearing screenings and puberty education in grade 5 and sex health education in grade 7 as required.	[$ 0.00]	No
2.3	School Supplies	Provide school supplies including borrowed Chromebooks and hotspots returned at the end of the year, calculators, rulers, colored pencils, binders, pens, pencils, etc. so that the students have the materials needed to support their learning. Backpacks, uniforms, and school supplies will be provided to students based on need. School supplies provided to students will ensure that students have access to supplies which will promote equity and inclusivity in the classroom.	[$ 0.00]	Yes
2.4	Safe, Clean Facilities	Maintain a safe and clean school facility and environment for students. Custodians will continue to clean our facility regularly and address any cleaning associated with a virus (cold, flu, RSV, COVID, etc.). Maintain facility in good repair as measured by the FIT Report. Identified issues or needs will be tracked via the work order process and will be completed in a timely manner. Ensure the safety plan is fully implemented.	[$ 0.00]	No

2.5	Positive School Climate and Culture	Support schoolwide Positive Behavior Intervention and Supports to ensure a positive school climate and culture. Provide a data management system (Panorama) to track student behavior, provide intervention planning tools for individual students, and progress monitoring tools to determine whether the interventions are supporting students. Incentivize positive behavior through weekly drawings, incentives, and rewards for school competitions. Host assemblies about bullying, social emotional well-being, and other activities that encourage student engagement through bilingualism. Prioritize student activities, clubs, and events to create a sense of belonging for students. Ensure the work environment is collaborative and working with each other toward a common goal and there is time for teachers and associate teachers to collaborate for improved student achievement. Work directly with students and families to increase attendance and reduce suspensions and utilize alternatives to suspensions through the practice of restorative justice practices which may include peer mediation, conflict resolution, restitution, peer tutoring, and incentives for positive behavior.	[$ 0.00]	Yes

2.6	Attendance Support	Implement the Attendance Policies and Tiered Re-Engagement Strategies with fidelity. Tier I strategies targeted all students and included sharing flyers with parents/guardians on attendance expectations, including reminders on attendance in parent/guardian newsletters/updates, and reminders after winter and spring break to return to school. Tier II supports are for students that need a little more attention and support due to being absent with more regularity. Tier II strategies included Voices Dean of Culture monitoring attendance and engagement in a Tiered communications log, regular contact with parents/guardians, and SST meetings to discuss the impact on learning as a result of student absences. Tier III supports are for students demonstrating chronic absenteeism. Students and families received individualized support and modifications. These plans were adjusted for students as needed. Tier III strategies included referring students to outside support and providers, creating specialized student plans for participation, implementing a behavior plan and supporting teachers with strategies to meet students specific needs. Voices will develop a culture of positive on-time attendance five days per week through attendance incentives, positive recognition, and awards to ensure positive daily attendance.	[$ 0.00]	No
2.7	Enrichment Activities and Advisory Curriculum	Focus on the social emotional curriculum, strong relationship building, school connectedness, attendance, and engagement to improve behavior, attendance and academic achievement. Ensure consistent, structured programming and opportunities for student choice. Provide enrichment activities and supplies for students to expand arts education, service learning, and physical education (Playworks, dance, ToolBox). Specific focus on developing the middle school Advisory/Student Council called Grupo Estudiantil for Voices Middle School to ensure development of self-management skills, self-regulation, critical thinking to create strong teacher-student relationships outside of core content areas.	[$ 0.00]	No

2.8	Middle School Culture	Develop policies and procedures specifically for Middle School in order to create a strong middle school culture that will strengthen the unity in the TK-8 school. Topics will include students as role models, behavioral expectations, preparing for high school, requirements to attend activities, etc. Activities will include dances, music at lunch, yearbooks, service to the school, buddies with younger students, school ambassadors, student competitions, grad nite (during the day), promotion, etc. Responsibilities will be delineated for Grupo Estudiantil and which activities they will plan.	[$ 0.00]	No
2.9	Dean of Culture	Dean of Culture who promotes an engaging, positive and safe school culture and environment that will maintain desired attendance and student engagement. The Dean of Culture will train staff on the use of our social emotional learning supports and oversee enrichment activities and programs at the school. The Dean of Culture will provide parent education workshops.	[$ 0.00]	Yes
2.10	School Counselor	The School Counselor will address the social, emotional health and well-being of students. Provide one on one counseling, small group counseling, social skills groups, student, and family support, and overall support of the school climate and culture. They will support students impacted by trauma, social emotional challenges, and mental health issues. The school counselor will provide professional development to support teachers and staff to increase personal mental health and social emotional well-being to better support students. The school counselor will support the Positive Behavioral Intervention and Supports to ensure a positive school climate and culture by incentivizing positive behavior through Buddies, incentives, and rewards for school competitions. The school counselor will provide resources to students, parents, teachers, and staff on stress management, mindfulness, and restorative justice practices to increase personal mental health and social emotional well-being to better support students who have experienced trauma.	[$ 0.00]	Yes

Goal 3

Goal #	Description	Type of Goal
3	Parent and Community Engagement: Voices' parents/guardians, teachers, staff, and community members will be contributing members of the school community through active engagement, communication, collaboration, and decision-making as partners in education to provide students with a well-rounded education.	Broad

State Priorities addressed by this goal.

3 – Parental Involvement – Efforts the school makes to seek parent input in decision-making; Efforts the Charter School makes to promote parental participation in programs for unduplicated pupils and individuals with exceptional needs
6 - School Climate –Survey of teachers and parents/guardians on the sense of school safety and connectedness

An explanation of why the LEA has developed this goal.

Voices understands the importance of having active and engaged parents, guardians, and community members that support the vision, mission, and plans of the Charter School to ensure students are successful. This can best be accomplished through communication, collaboration, and shared decision making.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Seek parent input & promote parental participation in programs for unduplicated students and students with exceptional needs	Initial Implementation Data Year: 2022-23 Data Source: Dashboard Fall 2023	Initial Implementation Data Year: 2023-24 Data Source: Dashboard Fall 2024		Full Implementation and Sustainability Data Year: 2025-26 Data Source: Dashboard Fall 2026	On Track

3.2	English Learner Advisory Committee	Not Yet Available (Total Number per year) Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Number per year) Data Year: 2026-27 Data Source: Local Data	Pending
3.3	Parent Satisfaction with School Program	Not Yet Available (Total Percent Satisfied) 69% of parents/guardians responded favorably Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Percent Satisfied) Data Year: 2026-27 Data Source: Local Data	Pending
3.4	Teacher/Staff Survey	Not Yet Available (Total Percent) Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Percent) Data Year: 2023-24 Data Source: Local Data	Pending
3.5	Parent Education Workshops	Not Yet Available (Total Number per year) Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Number per year) Data Year: 2026-27 Data Source: Local Data	Pending

3.6	Project/Portfolio Presentations	2 per year Data Year: 2023-24 Data Source: Local Data	Pending		2 per year Data Year: 2026-27 Data Source: Local Data	Pending

Insert or delete rows, as necessary.

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Parent and Community Engagement and Advisory	Host schoolwide events and assemblies to showcase student success to include Orientation, Back to School Night, Open House, Literacy Night, Math Night, and other recruitment and engagement events to get families and community members involved with the school. Host Parent-Teacher Conferences to learn about student progress in the classroom. Host cultural events to build stronger relationships between school-home and demonstrate support/respect for diversity within the community. Administer a School Climate Survey annually. Encourage parents to take on additional leadership responsibilities in advisory groups to develop shared leadership and parent governance. Ensure compliant and functioning Parent Advisory Committee and English Learner Advisory Committee ("ELAC") and provide relevant materials and basic hospitality (water, snacks) for these meetings.	[$ 0.00]	No
3.2	Parent Academy	Provide robust parent education through Parent Academy to ensure a partnership in the students' academic success, the importance of student attendance and engagement, taking an active or leadership role in the school, literacy, supporting social emotional and mental health for the family, and access to tools to support student learning at home which will ensure social emotional and mental health well-being for increased student engagement, attendance, connectedness, achievement, and self-esteem.	[$ 0.00]	Yes
3.3	Parent Communication	Provide consistent communication to students, families, teachers, and staff through the communication application, Parent Square, in English and Spanish. Utilize the website, newsletters, and social media to communicate student events, reminders, recruitment and enrollment.	[$ 0.00]	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for [LCAP Year]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$[Insert dollar amount here]	$[Insert dollar amount here]

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
[Insert percentage here]%	[Insert percentage here]%	$[Insert dollar amount here]	[Insert percentage here]%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness

1.5, 1.7, 1.9, 1.10, 1.11	2023 CA Dashboard indicated that Voices students are underperforming in ELA, Math, and Science overall and by significant subgroups. The 2023 Dashboard indicates the English Language Arts performance was Overall “Very Low” – 74.8 points below standard, declined 14.4 points. The following subgroups were “Very Low” – English Learners – 91.1 points below standard, declined 15.2 points, Hispanic/Latinx – 75.2 points below standard, declined 15.5 points; and Socioeconomically Disadvantaged- 76.2 points below standard, declined 9.3 points. The 2023 Dashboard indicates the Math performance was Overall “Low” – 93.6 points below standard, declined 10.8 points. The following subgroups were “Very Low”: English Learners – 102 points below standard, declined 10.6 points, and Socioeconomically Disadvantaged- 104.8 points below standard, declined 17.3 points. The following subgroup was "Low": Hispanic/Latinx – 93.2 points below standard, declined 11.8 points. The 2023 CAST scores for Science in grades 5 and 8 are lower than the State.	Voices is committed to improving student achievement for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, the school will ensure that every classroom has a credentialed teacher who will implement standards using a standards-based curriculum. The teachers, staff, and administrators will receive intensive professional development to increase their ability to support the students. By using evidence based intervention and supplemental materials, students will have the opportunity to accelerate their learning and close the achievement gap that is seen in ELA, SLA, math and science. The primary classrooms will have the support of associate teachers who will support individual and small group interventions in the classroom. With the support of a Student Support Manager, the process of progress monitoring and assigning appropriate interventions will ensure that a robust MTSS program will be implemented with fidelity. The after-school program and summer school will focus on literacy, numeracy, and extended enrichment activities. All these actions will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from these extra academic supports.	1.1 Credentialed Teachers 1.3 Implementation of Standards 1.4 SBAC ELA 1.5 SBAC Math 1.6 CAST Science 1.7 ELA Local Assessment 1.8 SLA Local Assessment 1.9 Math Local Assessment

2.1, 2.3, 2.5, 2.9, 2.10	2023 CA Dashboard indicated that Voices is improving in chronic absenteeism and suspension rates, but in order to ensure students' social emotional health and school connectedness remains high, Voices will continue to prioritize these areas. The 2023 Dashboard indicates the Chronic Absenteeism Rate was Overall "Medium" – 42.1% chronically absent, declined 6.5%. The following subgroup was "Very High" -Students with Disabilities, 56.7% chronically absent, increased 11%. The following subgroup was "High" - Socioeconomically Disadvantaged, 48.5% chronically absent, declined 2%. The following subgroups were "Medium" - English Learners – 40% chronically absent, declined 6.6%, and Hispanic/Latinx –41.5% chronically absent, declined 6.5%. The 2023 Dashboard indicates the following - Suspension Rate was Overall "Very Low" – 0.6% of students were suspended at least one day, declined 1.6%. Students who are suspended multiple times are only counted once. The following subgroups were "Very Low"- Hispanic/Latinx – 0.6% were suspended at least one day, declined 1.6% and Socioeconomically Disadvantaged – 0.9% of students were suspended at least one day, declined 1%. The following subgroup was "Low" English Learners – 1.1% suspended at least one day, declined 1.3%. The following subgroup was "High" Students with Disabilities – 3.1% were suspended at least one day, increased 0.3%.	Voices is committed to improving the attendance rate, reducing the chronic absenteeism rate, and the suspension rate for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, students will extend the learning in the classroom by attending field trips to expose them to real-world applications. Students will be provided with needed school supplies to ensure access at school and home. By creating a positive school climate and culture, students will be excited to come to school and learn in a nurturing school community. The Dean of Culture will provide needed support to students with poor attendance and behavior to overcome barriers to learning and focus on parent education. The School Counselor will ensure a deep focus on social emotional learning and character development through counseling and resources to help students overcome trauma. All these actions will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from increased attendance rate and decreased chronic absenteeism rate and suspension rate.	2.2 Attendance Rate 2.3 Chronic Absenteeism Rate 2.4 Middle School Dropout Rate 2.5 Suspension Rate 2.6 Expulsion Rate 2.7 Broad Course of Study 2.8 Student Surveys on school safety and connectedness

3.2	2023 CA Dashboard indicated that Voices students are underperforming in ELA, Math, and Science overall and by significant subgroups. 2023 CA Dashboard indicated that Voices is improving in chronic absenteeism and suspension rates, but students' social emotional health and school connectedness is dependent on regular school attendance and understanding. Parents must play an active role in the education of the students and in partnership with the school.	Voices is committed to improving the academic achievement in ELA, SLA, Math, and Science attendance rate, reducing the chronic absenteeism rate, and the suspension rate for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, Voices will provide robust parent education through Parent Academy to ensure a partnership in the students' academic success, the importance of student attendance and engagement, taking an active or leadership role in the school, literacy, supporting social emotional and mental health for the family, and access to tools to support student learning at home which will ensure social emotional and mental health well-being for increased student engagement, attendance, connectedness, achievement, and self-esteem. This action will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from active parent involvement through parent education and will result in increased academic achievement, increased attendance rate and decreased chronic absenteeism rate and suspension rate.	3.1 Parent Input and Participation 3.2 ELAC Meetings 3.3 Parent Satisfaction Surveys 3.4 Teacher/Staff Surveys 3.5 Parent Education

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.3	Increase English Learner Progress Indicator ("ELPI") for all English Learners. The 2023 Dashboard indicates that 46.4% of English Learners made progress toward English Language proficiency or a performance color of "Low" which is a decline of 8.9%. Additionally, many students who have been attending school in the United States for five years have not been Reclassified as Fluent English Proficient.	English Learners have the most opportunity for academic growth as measured by statewide assessment data on the ELPAC. A local needs assessment revealed that the identified students are in more need of high-quality, rigorous, meaningful, engaging instruction in English Language Development. Voices will provide each English Learner with integrated ELD in core content areas. Voices will provide an appropriately credentialed teacher to provide designated ELD daily for 30 minutes to each English Learner in leveled groups using ELD curriculum and monitoring the progress. Additional support will be provided for newcomers and Long Term English Learners. We expect that the ELPAC scores of English Learners to increase because the action focusing on high-quality instruction for the identified students.	1.10 ELPI 1.11 EL Reclassification Rate

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Not Applicable

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	1:16
Staff-to-student ratio of certificated staff providing direct services to students	N/A	1:8

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive Voicess budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

- Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).
- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).
    - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.
- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.

- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections 52060(g) (California Legislative Information) and 52066(g) (California Legislative Information) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section 47606.5(d) (California Legislative Information) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see Education Code Section 52062 (California Legislative Information);
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see Education Code Section 52068 (California Legislative Information); and
- For charter schools, see Education Code Section 47606.5 (California Legislative Information).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)

- Inclusion of metrics other than the statutorily required metrics
- Determination of the target outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions
- Inclusion of action(s) as contributing to increased or improved services for unduplicated students
- Analysis of effectiveness of the specific actions to achieve the goal
- Analysis of material differences in expenditures
- Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
- Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive Voicess budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.

- All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.

- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.

- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The *LCFF State Priorities Summary* provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.

- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.

- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
    - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: *EC* Section 42238.024(b)(1) (California Legislative Information) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.

- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:
    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.

- Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
- Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
- Indicate the school year to which the baseline data applies.
- The baseline data must remain unchanged throughout the three-year LCAP.
    - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
    - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
    - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
    - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then.	Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

- As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
  - The reasons for the ineffectiveness, and
  - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
  - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
  - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
  - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

***Actions for Foster Youth*:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.
    - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.
- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
    - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
    - These required actions will be effective for the three-year LCAP cycle.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit Voicesion or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit Voicesion or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.

- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who

provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)

- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If "Yes" is entered into the Contributing column, then complete the following columns:
    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."
- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).

  - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.

- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
  - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
  - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

    For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
    - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater

than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
    - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
    - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
    - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
    - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
    - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
    - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.

- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
    - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**
    - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

      The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.
- **13. LCFF Carryover — Percentage (12 divided by 9)**
    - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2023

Coversheet

West Contra Costa LCAP Hearing

Section:	III. LCAP Public Hearing
Item:	E. West Contra Costa LCAP Hearing
Purpose:	Discuss
Submitted by:	
Related Material:	Voices West Contra Costa DRAFT LCAP 2025.docx.pdf

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Voices College-Bound Language Academy at West Contra Costa	Keri Szymanski Principal	kszymanski@voicescharterschool.com (510) 480-0540

Plan Summary 2025-26

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Voices College-Bound Language Academy at West Contra Costa ("Voices") is an independent TK-7 (expanding to TK-8 by 2025-26) public charter school in Richmond founded in 2018 authorized by West Contra Costa Unified School District. Voices provides a rigorous college-prep TK-8 program that teaches students English and Spanish and builds on core elements of their identity. The goal of the school is to prepare and inspire students to create positive change in their communities. The school will build a diverse, inclusive, and intellectually stimulating learning environment and emphasize the cognitive and social-emotional skills to inspire intellectually and emotionally intelligent problem-solvers. The school uses an instructional approach that is based on inquiry and project-based learning. There are some metrics which do not apply to Voices because it is a TK-8 Charter School: A-G requirements, CTE Completion, AP Passage Rate, EAP ELA and Math, HS Dropout Rate, and HS Graduation Rate.

Mission

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

Vision

All students graduating from Voices College-Bound Language Academies will possess the knowledge, skills and confidence to succeed in any career path they choose to pursue in life by mastering academic standards and subject matter. Students will be aware of the many positive possibilities for their future and enjoy learning throughout their lives. They will be able to think critically by asking questions, especially when confronted with the status quo. Our students will have a sense of social responsibility to make their communities better.

The Voices Network Core Values are:

Students in the Forefront: Our students motivate, inspire and guide us. Every decision is made with their well-being and achievement in mind.

Sí Se Puede Attitude: “Yes we can.” These Spanish words reflect the strength of our gente, our people, our culture. Whatever role, age or background, we at Voices embrace Sí Se Puede attitude with a smile on our face.

In Lak’ech: This Mayan phrase means, “I am you, you are me.” We are familia. And when we act with unity, we are unstoppable.

Shared Leadership: Everyone has something valuable to contribute to the Voices school community. Whether you are a first-year teacher, an assistant teacher, a principal or a parent, Voices believes in shared knowledge and accountability.

The School Site Values are activism and scholarship promotes a culture that fosters positive learning experiences and encourages a connection and duty to the community we live in.

The California School Dashboard (“Dashboard”) in 2023 reports that in 2022-23, Voices served 245 students with diverse needs and backgrounds: 62.9% socioeconomically disadvantaged (“SED”) or low income (“LI”) students; 58% of students were English Learners (“ELs”); 6.9% of English Learners were Redesignated Fluent English Proficient (“RFEP”); 12.7% of students with disabilities (“SWD”); 0% Foster Youth (“FY”); and, 0% Homeless Youth. As of the 2022-23 school year, enrollment by race and ethnicity at Voices was Hispanic/Latinx (97.1%), White (0.4%), Asian (1.2%), Filipino (0.5%), and African American/Black (0.4%). It should be noted that the supplemental and concentration grant funds that come from the Local Control Funding Formula (“LCFF”) are for ELs, SED/LI, and FY. Of these subgroups, SED students and ELs are a significant subgroup at Voices; however, the Charter School addresses specific actions and services for FY students to provide equal access to a high-quality program.

The purpose of this Local Control Accountability Plan (“LCAP”) is to address the School Plan for Student Achievement (“SPSA”) for Voices Community Charter School which is the Schoolwide Program; herein referred to as the LCAP. The Charter School’s plan is to effectively meet the ESSA Requirements in alignment with the LCAP and other federal, state and local programs. The plans included in the LCAP address these requirements compliant to include focusing on three goals: GOAL 1: Student Achievement: Improve achievement of all students, including significant subgroups especially English Learners, in English Language Arts (“ELA”), Spanish Language Arts (“SLA”), Mathematics (“Math”), and Science in Voices’ dual-immersion model. GOAL 2: Student Engagement: Voices will support the social emotional health and well-being of the students through character development and enrichment activities in a safe, inclusive, learning environment which fosters a strong relationship between teachers and students. GOAL 3: Parent and Community Engagement: Voices’ parents/guardians, teachers, staff, and community members will be contributing members of the school community through active engagement, communication, collaboration, and decision-making as partners in education to provide students with a well-rounded education.

The Charter School completed a comprehensive needs assessment of the entire school which included an analysis of verifiable state data and local performance data used to measure student outcomes as evidenced in the annual update portion of the LCAP. The needs assessment process included meeting parents, classified staff, teachers and administrators to identify areas of opportunity for the students and groups of students who are not achieving standard mastery and to identify strategies which will be implemented in the LCAP to address those areas of opportunity. The identification of the process for evaluating and monitoring the implementation of the LCAP and the progress toward accomplishing the established goals will include discussing the actions and services with the use of supplemental funds at the school level through the English Learner Advisory Committee (“ELAC”) which functions as the Parent Advisory Committee. ELAC meets a minimum of four times per year to inform the process. Parents, classified staff, certificated staff and an administrator will make up the ELAC. The number of parents will exceed or be equal to the number of total staff members. The ELAC discusses academic performance, supplemental services and areas to make improvements with Title funds as part of the School Plan included in the LCAP conversations at the meeting in the fall and at the meeting in the spring. The teachers, staff, students and parents also participate in an annual survey which provides feedback on the goals and actions. The teachers, staff and administrators actively participate in the decision making process throughout the

year and during LCAP workshops. The decisions will take into account the needs of Voices based on student achievement data to include SBAC, ELPAC, and interim assessment data such as NWEA MAP, SLA assessments, cumulative assessments, and attendance and student discipline data to include the significant subgroups of Hispanic/Latinx students, SED students, SWD, and ELs and RFEPs. This student achievement data, attendance data, and student discipline data will be used as a basis for making decisions about the use of supplemental federal funds and the development of policies on basic core services.

Each goal includes actions and services that address the needs of all students and significant subgroups which include evidence-based strategies that provide opportunities for all children, methods and instructional strategies, and particular focus on students at risk of not meeting the State academic standards.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

The 2023 California State Dashboard only identifies performance levels using one of five status levels (ranging from Very Low, Low, Medium, High, and Very High) for state measures. Please note that the status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very High, High, Medium, Low, and Very Low).

Increase ELA Performance overall and for significant subgroups. SBAC English Language Arts (ELA) performance declined significantly from Spring 2023 to Spring 2024, resulting in a *Red* rating on the 2024 California School Dashboard. The overall Distance from Standard (DFS) worsened from -54.7 to -104.7, and the percentage of students meeting or exceeding standards dropped from 27.83% to 21.01%. Hispanic students' DFS fell from -57.7 to -107.6, with proficiency declining from 27.03% to 20.18%. Socioeconomically Disadvantaged (SED) students declined from -60 to -103.2 DFS, with proficiency dropping from 27.16% to 21.00%. English Learners (ELs) were especially impacted, with DFS increasing from -59.1 to -115.2, and proficiency dropping from 12.90% to 8.06%. Students with Disabilities (SWDs) had a reported DFS of -301.5 in 2024, with too few tested to report a valid proficiency percentage. These outcomes reflect an urgent need for targeted reading intervention, English Language Development (ELD) support, and differentiated instruction for ELs, SED students, and SWDs.

Increase math performance overall and for significant subgroups. SBAC Math performance declined significantly from Spring 2023 to Spring 2024, resulting in a *Red* rating on the 2024 California School Dashboard. The overall Distance from Standard (DFS) dropped from -74.7 to -113.9, and the percentage of students meeting or exceeding standards fell from 23.69% to 15.00%. Hispanic students' DFS worsened from -76.7 to -117, with proficiency decreasing from 22.73% to 14.78%. Socioeconomically Disadvantaged (SED) students declined from -77.1 to -110.1 DFS, with a drop in proficiency from 25.00% to 14.85%. English Learners (ELs) experienced a steep decline, with DFS worsening from -75 to -124.9, and the percentage meeting standards dropping from 13.12% to 7.94%. Students with Disabilities (SWDs) had an extremely low DFS of -311.2 in 2024, with too few tested to report a valid proficiency percentage. These results point to a critical need for intensive math intervention, increased support for ELs and SWDs, and targeted strategies to address foundational skill gaps in mathematics.

Increase English Learner Progress Indicator ("ELPI") for all English Learners. The English Learner Progress Indicator (ELPI) declined from 2022–23 to 2023–24, resulting in a *Red* rating on the 2024 California School Dashboard. In 2022–23, 46.4% of English Learners (ELs) were making progress toward English language proficiency, earning a *Low* rating according to DataQuest ELPAC Summative results. In 2023–24, the percentage dropped to 31.3%, significantly below the state average of 45.7%. This sharp decline highlights the urgent need to strengthen both designated and integrated English Language Development (ELD) instruction, ensure consistent implementation of ELD strategies across content areas, and provide targeted supports to accelerate language acquisition for English Learners.

Decrease chronic absenteeism and increase daily attendance overall and for significant subgroups. Chronic absenteeism rates improved notably from 2022–23 to 2023–24, resulting in a *Yellow* rating on the 2024 California School Dashboard. The overall rate decreased from 52.8% to 38.4%, showing positive momentum across all student groups. Hispanic students improved from 53.9% to 39.3%, English Learners (ELs) from 45.8% to 39.2%, and Socioeconomically Disadvantaged (SED) students from 48.8% to 37.4%. Students with Disabilities (SWDs) also improved from 57.8% to 50%, though their rate remains significantly higher than average. While the progress is encouraging, chronic absenteeism continues to impact student achievement and calls for sustained family engagement and targeted intervention strategies, especially for SWDs. Voices will continue this decline and will focus specifically on decreasing Chronic Absenteeism for all students and especially for the subgroups of Hispanic/Latinx students, ELs, SWD, and SED students by implementing a culture of positive on-time attendance five days per week through attendance incentives, positive recognition, and awards to ensure positive daily attendance, implementing the Attendance Policy through parent phone calls, parent meetings, attendance contracts, letters, and home visits, and implementing a prioritized system for identifying and serving students for are chronically absent based on results of each student's average daily attendance.

Maintain suspension rate at 1%. Suspension rates increased from 2022–23 to 2023–24, resulting in an *Orange* rating on the 2024 California School Dashboard. In 2022–23, all student groups reported 0% suspension rates. By 2023–24, the overall rate rose to 1.3%, with Hispanic students at 1.4%, English Learners (ELs) at 1.6%, Socioeconomically Disadvantaged (SED) students at 1.6%, and Students with Disabilities (SWDs) at 1.9%. While these rates remain relatively low, the year-over-year increase signals the importance of strengthening schoolwide behavior supports, restorative practices, and early intervention systems to maintain a safe and inclusive learning environment. Voices is working with students on alternatives to suspension to include counseling, restorative practices, schoolwide SEL program, behavior support in the classroom, professional development on classroom management, and Positive Behavioral Interventions and Supports ("PBIS").

Voices is not eligible to be an Equity Multiplier School.

Voices Met all Local Indicators: Implementation of Academic Standards, Access to a Broad Course of Study, Basics (Teachers, Instruction Materials, Facilities), Parent and Family Engagement, and Local Climate Survey.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Voices is in General Assistance based on Charter School Assistance due to the hard work and improvement overall and specifically for Students with Disabilities. Based on the 2022 Dashboard, Voices was in Additional Targeted Support and Improvement ("ATSI") for SWD for the lowest level of chronic absenteeism, but progress was made to move from "Very High" in 2022 to "High" in 2023 demonstrating a decline in chronic absenteeism of 7.2%. Voices was exited from ATSI in 2023 based on this growth.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2022 and 2023 CA Dashboards.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2022 and 2023 CA Dashboards.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2022 and 2023 CA Dashboards.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Teachers, administrators and other school personnel	Engaged in collecting feedback on the goals and actions with teachers, administrators, and other school personnel during staff meetings called LCAP Engagement. The data, goals, and actions were discussed. Additionally, staff surveys were used to inform the LCAP.
Parents/Guardians	Parent/guardian surveys were used to inform the LCAP.
Students	Engaged in collecting feedback on the goals and actions with middle school students as part of their student council.
Local Bargaining Units (Certificated and Classified)	Voices does not have local bargaining units.
Parent Advisory Committee	LCAP was presented to the Parent Advisory Committee in accordance with Education Code Section 52062(a)(1).
English Learner Advisory Committee	LCAP was presented to the ELAC in accordance with Education Code Section 52062(a)(1).
Student Advisory Committee	LCAP was presented to the Student Advisory Committee in accordance with Education Code Section 52062(a)(1). The Student Council which acts as the Student Advisory Committee reserves the first meeting of the month to provide input on LCAP and other pertinent school policies or actions.
SELPA	Voices consulted with its SELPA to determine that specific actions for individuals with exceptional needs are included in the LCAP in accordance with Education Code Section 52062(a)(5).
Public Comment	6/5/25-6/20/25: Public comment period or notification to members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the LCAP in accordance with Education Code section 52062(a)(3).
Public Hearing	6/5/25 that Voices held at least one public hearing in accordance with Education Code section 52062(b)(1).
Adoption by the Board of Directors	6/25/25 that the Voices Board of Directors adopted the LCAP in a public meeting in accordance with Education Code section 52062(b)(2).
Budget Adoption and Local Indicator Report to Board of Directors	The Progress on Local Indicators was presented and reviewed by the Board. The Budget Overview for Parents, Annual Update, Voices Budget, and LCAP were adopted by the Board on 6/25/25 in accordance with Education Code section 52062(b)(2).

Insert or delete rows, as necessary.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Goals and Actions

Goal 1

Goal #	Description	Type of Goal
1	Student Achievement: Improve achievement of all students, including significant subgroups, especially English Learners, in English Language Arts, Spanish Language Arts, Mathematics, and Science in Voices' dual-immersion model.	Broad

State Priorities addressed by this goal.

1 Basic Services: Teachers appropriately assigned and credentialed/meet ESSA requirements; Every student has sufficient access to standards-aligned instructional materials
2 Implementation of State Standards: Implementation of the academic content and performance standards adopted by the state board; English Learners will access the CCSS and ELD standards for purposes of gaining academic content knowledge and English language proficiency
4 Pupil Achievement: Percentage of all students and significant subgroups who score meet or exceed standard mastery on the SBAC will increase in ELA and Math; Percentage of English Learners demonstrating growth of one or more levels on the ELPAC will increase. Percentage of English Learners who reclassify as fluent English proficient will increase. Percentage of English Learners who have not reclassified in 5 years LTELs will decrease.

An explanation of why the LEA has developed this goal.

Voices has reviewed ELA, Math, Science, and English Learner Proficiency data and is committed to improving student achievement for all students and significant subgroups. The 2023 Dashboard indicates the English Language Arts performance was Overall "Low," and the following subgroups were "Low" –Hispanic/Latinx, English Learners, and Socioeconomically Disadvantaged. The 2023 Dashboard indicates the Math performance was Overall "Low," and the following subgroups were "Low": Hispanic/Latinx, English Learners, and Socioeconomically Disadvantaged. The 2023 CAST scores for Science in grades 5 and 8 are lower than the State. The 2023 Dashboard indicates that 46.4% of English Learners made progress toward English Language proficiency or a performance color of "Low."

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline

1.1	Appropriately assigned and fully credentialed teachers	10.3 FTE 0.0% Clear 0.0% Out-of-Field 0.0% Intern 100.0% Ineffective 0.0% Incomplete 0.0% Unknown Data Year: 2021-22 Data Source: DataQuest	7.0 FTE 14.3% Clear 0.0% Out-of-Field 0.0% Intern 7.0% Ineffective 0.0% Incomplete 78.6% Unknown Data Year: 2022-23 Data Source: DataQuest		10.0% Clear 0.0% Out-of-Field 10% Intern 80% Ineffective 0.0% Incomplete 0.0% Unknown Data Year: 2024-25 Data Source: DataQuest	FTE **Declined by 3.3** Clear **Increased 14.3%** Out-of-Field **Maintained 0.0%** Intern **Maintained 0.0%** Ineffective **Decreased 93%** Incomplete **Maintained 0.0%** Unknown **Increased 78.6%**
1.2	Access to standards aligned instructional materials	100% of students with access to standards aligned instructional materials Data Year: 2023-24 Data Source: Local Indicators	100% of students with access to standards aligned instructional materials Data Year: 2024-25 Data Source: Local Indicators		100% of students with access to standards aligned instructional materials Data Year: 2026-27 Data Source: Local Indicators	Met Target
1.3	Implementation of standards for all students and enable ELs access to CCSS and ELD standards	Full Implementation Data Year: 2022-23 Data Source: Dashboard Fall 2023	Full Implementation Data Year: 2023-24 Data Source: Dashboard Fall 2024		Full Implementation & Sustainability Data Year: 2025-26 Data Source: Dashboard Fall 2026	On Track

1.4	SBAC ELA	2022-23 ELA Distance from Standard Overall: -54.7 HISP: -57.7 SED: -60 EL: -59.1 Percent Meets and Exceeds: Overall: 27.83% HISP: 27.03% SED: 27.16% EL: 12.90% SWD: 0% Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	2023-24 ELA Distance from Standard **Red** Overall: -104.7 HISP: -107.6 SED: -103.2 EL: -115.2 SWD: -301.5 Percent Meets and Exceeds: Overall: 21.01% HISP: 20.18% SED: 21.00% EL: 8.06% SWD: Too Few Data Year: Spring 2024 Data Source: CAASPP		2025-26 ELA Distance from Standard Overall: 5.3 HISP: 2.3 SED: 0 EL: 0.9 Percent Meets or Exceeds: Overall: 42.83% HISP: 42.03% SED: 42.16% EL: 27.90% SWD: 15% Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Distance from Standard Overall: **Declined 50 points** HISP: **Declined 49.9 points** SED: **Declined 43.2 points** EL: **Declined 56.1 points** SWD: **Declined 202.8 points** Meets and Exceeds: Overall: **Declined 6.82%** HISP: **Declined 6.85%** SED: **Declined 6.16%** EL**: Declined 4.84%**

1.5	SBAC Math	2022-23 Math Distance from Standard Overall: -74.7 HISP: -76.7 SED: -77.1 EL: -75 Percent Meets or Exceeds: Overall: 23.69% HISP: 22.73% SED: 25.00% EL: 13.12% SWD: 12.5% Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	2023-24 Math Distance from Standard **Red** Overall: -113.9 HISP: -117 SED: -110.1 EL: -124.9 SWD: -311.2 Percent Meets or Exceeds: Overall:15.00% HISP: 14.78% SED: 14.85% EL: 7.94% SWD: Too Few Data Year: Spring 2024 Data Source: CAASPP		2025-26 Math Distance from Standard Overall: -14.7 HISP: -16.7 SED: -17.1 EL: -15 Percent Meets or Exceeds: Overall: 38.69% HISP: 37.73% SED: 40% EL: 28.12% SWD: 27.5% Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Overall: **Declined 39.2 points** HISP: **Declined 40.4 points** SED: **Declined 33 points** EL: **Declined 49.9 points** SWD: **Declined 203.6 points** Overall: **Declined 8.69%** HISP: **Declined 7.95%** SED: **Declined 10.15%** EL: **Declined 5.18%**

1.6	CAST Science	Overall: 6.67% HISP: 7.14% SED: 8.33% EL: Too Few SWD: Too Few Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	Overall: 21.21% HISP: 21.88% SED: 26.93% EL: 0% SWD: Too Few Data Year: Spring 2024 Data Source: CAASPP		Overall: 21.67% HISP: 22.14% SED: 23.33% EL: TBD SWD: TBD Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Overall– **Increased 14.54%** Hispanic – **Increased 14.74%** SED - **Increased 18.6%**
1.7	ELA Local Assessment –MAP	6% of students met growth target MAP Data Year: 2023-24 Data Source: Local Data	48% of students met growth target Data Year: Fall 2024 Data Source: MAP Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students met growth target Data Year: 2026-27 Data Source: MAP Assessment Data	**42% Increase**
1.8	Math Local Assessment –MAP	Not Yet Available Data Year: 2023-24 Data Source: Local Data	52% of students met growth target Data Year: Fall 2024 Data Source: MAP Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students met growth target Data Year: 2026-27 Data Source: MAP Assessment Data	Pending

1.9	EL students making progress toward English Proficiency	ELPI is Low for 2023 ELPI is 46.4% Data Year: 2022-23 Data Source: DataQuest ELPAC Summative	31.3% Making Progress **Red** Data Year: 2023-24 Data Source: Dashboard 2024 (State – 45.7%)		ELPI is High for 2026 ELPI is 55% Data Year: 2025-26 Data Source: DataQuest ELPAC Summative	**Declined 15.1%**
1.10	EL Reclassification Rate	Data release delayed by the CDE Data Year: 2022-23 Data Source: Dataquest	Data release delayed by the CDE Data Year: 2023-24 Data Source: Dataquest		EL Reclassification rate is 40% Data Year: 2025-26 Data Source: Dataquest	Pending

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Appropriately Staff School	Implement a comprehensive core staffing plan to ensure appropriate staffing across all departments to provide basic services. Staffing will consider student enrollment, programmatic changes, and any vacancies or turnover in alignment with the school's mission, vision, and educational objectives. Develop a recruitment strategy to attract highly qualified, diverse candidates for all open positions reflective of the student body and community demographics. Continue strategies to ensure new teachers are supported and complete an induction program. Develop strategies to retain talented staff, onboard new staff, ensure a competitive compensation package, and evaluate all staff for continual improvement.	[$ 0.00]	No
1.2	Implementation of Core Curriculum	Ensure fidelity to the core high-quality curriculum (ELA, SLA, Math, Science, Social Science) to ensure full implementation which will include a trainer/consultant who provides professional development to teachers and administrators, ensuring teachers utilize the curriculum, work on how to plan lessons, and integrate formative data to inform instruction.	[$ 0.00]	No
1.3	Support for English Learners	Provide each English Learner with integrated ELD in core content areas. Provide an appropriately credentialed teacher to provide designated ELD daily to each English Learner in leveled groups using ELD curriculum (EL Achieve) and monitoring the progress using the Sheltered Instruction Observation Protocol (SIOP). Provide supplemental curricula to support the progress of English language acquisition and mastery leading to redesignation. Provide meaningful, ongoing professional development to support instructional strategies for English Learners. Teachers will develop a sound understanding of how to implement supports for English learners in the classroom, the English Learner Master Plan including reclassification criteria, the CA Roadmap for English Learners, impactful strategies for integrated ELD, and supporting the academic needs of dual identified students.	[$ 0.00]	Yes

1.4	Support for Students with Disabilities	Support Students with Disabilities by ensuring enough staff (teachers and paraprofessionals) or outside service providers to ensure all students receive services outlined in Individual Educational Plans. Ensure compliance with SELPA policies, protocols, and participation. Ensure that all students improve academic acceleration of SWD to ensure goal attainment. Notify parents/guardians about progress toward goals. Ensure time for collaboration between special educators or providers with general education classroom teachers to ensure accommodations and other services provided. Ensure that all staff, especially special education teachers and staff, receive external professional development to address the needs of SWD.	[$ 0.00]	No

1.5	Professional Development	Provide meaningful and ongoing professional development opportunities for administrators, teachers and staff. Topics to include: • Core Curriculum Training to ensure full implementation with fidelity • Collaboration between General Education Teachers and Special Education Teachers (co-teaching model) • Systematic ELD (English Learner Master Plan, ELA/ELD Standards, CA Roadmap for English Learners, ELD Curriculum) and Sheltered Instruction and Observation Protocol (“SIOP”) • Trauma Informed Instruction • Culturally Responsive Pedagogy • Personal and Professional Goal Setting and Planning for Advancement • Diversity, Equity, and Inclusion (“DEI”) • Using IXL to improve Literacy • Mathematical Mindset • Multi-Tier System of Supports ("MTSS") • English Learner Master Plan, ELA/ELD Standards, CA Roadmap for English Learners, Sheltered Instruction Observation Protocol (“SIOP”) • Differentiating and Using Instructional Strategies for English Learners, SWD, academically high achieving students, and academically low achieving students - GATE • Constructed Writing Response • Academic Vocabulary in English and Spanish • Scaffolding Instruction at Grade Level Standards • Data Analysis - review identified assessment data, to disaggregate the data, to determine strategies that will be utilized to address the needs of the identified students • Restorative Justice Practices • Positive Behavior Intervention Support (PBIS) – Encouraging positive behavior, building relationships, understanding diversity and inclusion, classroom management, and ensuring students have a sense of belonging. • Inquiry Based Instruction • Project-Based Learning • Parents/Guardians as Partners • Charter School Organizations and Conferences- CCSA, CSDC, CABE	[$ 0.00]	Yes

		Provide in-depth professional development for teachers in the summer. Topics may include: • Understanding of Charter, Mission, Vision, and Core Values • Academic Program • Voices School Culture Playbook • Multi-Tier System of Supports • Positive Behavior Intervention Support Provide in-depth professional development for associate teachers. Topics may include: • Direct Service to Students • Small Group Instruction • Read – Write Connection • Effective Instructional Strategies • Effective Behavioral Redirection and De-Escalation Strategies • Planning Enrichment Activities Provide in-depth professional development for principals. Topics may include: • Ongoing Training/Coaching to support administration on data analysis, supporting teachers and staff through implementation of curriculum, using effective and culturally responsive instructional strategies to scaffold student learning and differentiate instruction. • Continue CEEL Servant Leadership • Leading a data team - review identified assessment data (academic and culture), to disaggregate the data, to determine strategies that will be utilized to address the needs of the identified students • Charter School Leadership • Differentiation for ELs and SWD • Positive Behavior Intervention Support • Multi-Tier System of Supports • Parents/Guardians as Partners • Opportunities for trainings (SELPA), workshops (SCCOE), and conferences (CSDC, CCSA, CABE)		
1.6	Technology Infrastructure and Support	Provide a robust technology infrastructure (hardware, software, internet access, etc.) to students and staff to support instructional goals. Ensure technology support is provided to teachers and staff to support instructional goals.	[$ 0.00]	No

1.7	Intervention and Supplemental Materials	Provide support for identified students who will work in small groups and individually to increase academic skills in reading and math based on benchmark assessments (NWEA MAP, Renaissance STAR, Illuminate, PKRS). The intervention will encourage the identified students to interact with the content standards through real world experiences. The intervention will use explicit strategies to remediate students' skills in literacy and numeracy. Supplemental, intervention instructional materials, and other online and text materials will be used. Implement a variety of supplemental, intervention, and instructional materials for use during intervention and in the classroom focused on reading and math. Students will use these programs during centers or independent learning times while teachers work with small groups so that all students are continuing to receive instruction at their level in addition to grade-level content. The supplemental materials will provide additional opportunities to remediate and accelerate academic skills.	[$ 0.00]	Yes
1.8	Instructional Coach and Principal	The Instructional Coach and the Principal coach teachers on the most effective instructional practices for the whole child and the significant subgroups. Ensure rigor, appropriate pacing, lesson development and execution, and meaningful student feedback. Support teachers on data-analysis skills during data meetings, provide professional development, coach and provide meaningful feedback, coach on engagement techniques with real-time coaching, coach on examples for student success, support small-group instruction, ensure implementation of Tier 1 and Tier 2 interventions, and specific evaluations based on professional goals.	[$ 0.00]	No

1.9	Associate Teachers	Provide associate teachers in primary grades to provide direct service to students in the classroom under the direction of certificated teachers. Associate teachers will provide individualized, small group, and whole group support to students to increase academic skills in ELA, SLA, and Math based on teacher data analysis and teacher planning. The focus will be to remediate academic skills by answering questions, explaining directions and concepts, and taking additional support time. Associate teachers support the teacher with formative assessments and the school with diagnostics and provide daily enrichment to students. This creates more opportunities for differentiated learning for all students. The Associate Teachers action is an evidence-based educational strategy designed to meet the needs of our students identified through the comprehensive needs assessment in order to support them to meet the challenging State academic content standards.	[$ 0.00] Title I	Yes
1.10	Student Services Manager	The Student Services Manager will coordinate all services for special populations (504, SPED, SST, truant, etc.) The SSM also coordinates professional development for special education teachers and associate teachers. They do walkthroughs of our inclusion program as well and provide feedback to all teachers regarding their intervention strategies. The SSM will track data and support with coaching of teachers and staff. The SSM will play an active role in weekly Intellectual Preparation and Planning and data meetings through collaboration in order to close the achievement gap for the most vulnerable students.	[$ 0.00]	Yes
1.11	After School Program and Summer School	Provide a robust after-school program and summer school for students to increase academic skills in reading, writing, speaking, and math. The focus will be to remediate academic skills and to provide enrichment activities. Voices will provide a robust summer program open to all students by providing summer school staff, instructional materials, supplies, snacks, meals, and teacher extra duty pay. Voices will provide summer school to increase academic skills in ELA/Literacy and Math through project based learning and field trips.	[$ 0.00]	Yes

1.12	Network Support Infrastructure	Implement a strong support infrastructure for the school through network educational services, student support services, operational services, human resource management (credentials), business services to support the school's instructional goals. Ensure clear and consistent communication between the network, the school, the teachers, the staff, and the families. Ensure transparency and accountability.	[$ 0.00]	No
1.13	Writing Program	Teaching constructed writing responses to students in a dual language immersion TK-8 grade school is important because it helps develop proficiency in both languages, enhances critical thinking skills, and promotes cultural understanding. Constructed writing allows students to express themselves effectively in written form, strengthening their communication abilities in both languages. It also reinforces language acquisition and literacy skills while fostering deeper comprehension of content across various subjects.	[$ 0.00]	No

Goal 2

Goal #	Description	Type of Goal
2	Student Engagement: Voices will support the social emotional health and well-being of the students through character development and enrichment activities in a safe, inclusive, learning environment which fosters a strong relationship between teachers and students.	Broad

State Priorities addressed by this goal.

5 – Pupil Engagement – School Attendance Rate; Chronic Absenteeism Rate; Middle School Drop-Out
6 - School Climate – Suspension Rate; Expulsion Rate; Survey of students on the sense of school safety and connectedness
7 – Course Access - Broad course of study; Programs and services developed and provided to unduplicated pupils; Programs and services developed and provided to students with exceptional needs

An explanation of why the LEA has developed this goal.

Voices is committed to students receiving social emotional well-being support and enrichment activities to ensure they remain engaged in the school community. The School Attendance Rate is 89.55%. The 2023 Dashboard indicates the Chronic Absenteeism Rate was Overall "Medium" with the following subgroup was "High" -Students with Disabilities, and the following subgroups were "Medium" - Hispanic/Latinx, English Learners, and Socioeconomically Disadvantaged.

The 2023 Dashboard indicates the Suspension Rate was Overall "Very Low" as were the following subgroups of Hispanic/Latinx, English Learners, and Socioeconomically Disadvantaged students.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Facilities in good repair	All facilities met "Good" repair Data Year: 2022-23 Data Source: SARC 2022-23 based on FIT	All facilities in "Good" repair Data Year: 2023-24 Data Source: SARC 2023-24 FIT September 2024		All facilities met "Good" repair Data Year: 2025-26 Data Source: SARC 2025-26 based on FIT	Met Target

2.2	Attendance Rate	89.55% Data Year: 2023-24 Data Source: P-2 Report	92% Data Year: 2024-25 Thus far Data Source: Thru November 22, 2024		96% Data Year: 2026-27 Data Source: P-2 Report	Increased 2.45%
2.3	Chronic Absenteeism Rate	All: 52.8% HISP: 53.9% EL: 45.8% SED: 48.8% SWD: 57.8% Data Year: 2022-23 Data Source: Dashboard Fall 2026	All: 38.4% Yellow HISP: 39.3% EL: 39.2% SED: 37.4% SWD: 50% Data Year: 2023-24 Data Source: Dashboard 2024		All: 20% HISP: 20% EL: 20% SED: 20% SWD: 20% Data Year: 2025-26 Data Source: Dashboard Fall 2026	All: **Declined 14.4%** HISP: **Declined 14.6%** EL: **Declined 6.6%** SED :**Declined 11.3%** SWD: **Declined 7.8%**
2.4	Middle School Drop Out Rate	0% Data Year 2023-24 Data Source CALPADS 8.1c	0% Data Year 2024-25 Data Source CALPADS 8.1c		0% Data Year 2026-27 Data Source CALPADS 8.1c	

2.5	Suspension Rate	All: 0% HISP: 0% EL: 0% SED: 0% SWD: 0% Data Year: 2022-23 Data Source: Dashboard Fall 2023 Suspension Rate	All: 1.3% **Orange** HISP: 1.4% EL: 1.6% SED:1.6% SWD: 1.9% Data Year: 2023-24 Data Source: Dashboard 2024		All: <1% HISP: <1% EL: <1% SED: <1% SWD: <1% Data Year: 2025-26 Data Source: Dashboard Fall 2026 Suspension Rate	All –**Increased 1.3%** HISP - **Increased 1.4%** EL: **Increased 1.6%** SED – **Increased 1.6%** SWD – **Increased 1.9%**
2.6	Expulsion Rate	0% for all students and significant student subgroups Data Year: 2022-23 Data Source: DataQuest Expulsion Rate	0% for all students and significant student subgroups Data Year: 2023-24 Data Source: DataQuest Expulsion Rate		0% for all students and significant student subgroups Data Year: 2025-26 Data Source: DataQuest Expulsion Rate	Met Target
2.7	Broad Course of Study	100% of students enrolled in Enrichment Courses Data Year: 2023-24 Data Source: Local Data	0% for all students and significant student subgroups Data Year: 2024-25 Data Source: DataQuest Expulsion Rate		100% of students enrolled in Enrichment Courses Data Year: 2026-27 Data Source: Local Data	Met Target
2.8	Student Surveys on the sense of safety and school connectedness	Not Yet Available (Total Percent) Data Year: 2023-24 Data Source: Local Data	Pending		80% Data Year: 2026-27 Data Source: Local Data	Pending

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Field Trips	Provide field trips for students that will exemplify the standards-based curriculum through a hands-on, experiential experience. This will improve school connectedness, attendance, and engagement.	[$ 0.00]	Yes

2.2	Student Health	Ensure that universal precautions recommended by members of the School-site Leadership Team (i.e. Principal, Dean of Culture, Business Manager, Student Services Manager and Instructional Coach) to ensure the health of students. Address the physical needs of all students and monitor serious health concerns through monitoring medications and treatments. Secure outside providers for vision and hearing screenings and puberty education in grade 5 and sex health education in grade 7 as required.	[$ 0.00]	No
2.3	School Supplies	Provide school supplies including borrowed Chromebooks and hotspots returned at the end of the year, calculators, rulers, colored pencils, binders, pens, pencils, etc. so that the students have the materials needed to support their learning. Backpacks, uniforms, and school supplies will be provided to students based on need. School supplies provided to students will ensure that students have access to supplies which will promote equity and inclusivity in the classroom.	[$ 0.00]	Yes
2.4	Safe, Clean Facilities	Maintain a safe and clean school facility and environment for students. Custodians will continue to clean our facility regularly and address any cleaning associated with a virus (cold, flu, RSV, COVID, etc.). Maintain facility in good repair as measured by the FIT Report. Identified issues or needs will be tracked via the work order process and will be completed in a timely manner. Ensure the safety plan is fully implemented.	[$ 0.00]	No

2.5	Positive School Climate and Culture	Support schoolwide Positive Behavior Intervention and Supports to ensure a positive school climate and culture. Provide a data management system (Panorama) to track student behavior, provide intervention planning tools for individual students, and progress monitoring tools to determine whether the interventions are supporting students. Incentivize positive behavior through weekly drawings, incentives, and rewards for school competitions. Host assemblies (Plaza) about bullying, social emotional well-being, and other activities that encourage student engagement through bilingualism. Prioritize student activities, clubs, and events to create a sense of belonging for students. Ensure the work environment is collaborative and working with each other toward a common goal and there is time for teachers and associate teachers to collaborate for improved student achievement. Work directly with students and families to increase attendance and reduce suspensions and utilize alternative to suspensions through the practice of restorative justice practices which may include peer mediation, conflict resolution, restitution, peer tutoring, and incentives for positive behavior.	[$ 0.00]	Yes
2.6	Attendance Support	Implement the Attendance Policies and Tiered Re-Engagement Strategies with fidelity. Tier I strategies targeted all students and included sharing flyers with parents/guardians on attendance expectations, including reminders on attendance in parent/guardian newsletters/updates, and reminders after winter and spring break to return to school. Tier II supports are for students that need a little more attention and support due to being absent with more regularity. Tier II strategies included Voices Dean of Culture monitoring attendance and engagement in a Tiered communications log, regular contact with parents/guardians, and SST meetings to discuss the impact on learning as a result of student absences. Tier III supports are for students demonstrating chronic absenteeism. Students and families received individualized support and modifications. These plans were adjusted for students as needed. Tier III strategies included referring students to outside support and providers, creating specialized student plans for participation, implementing a behavior plan and supporting teachers with strategies to meet students specific needs. Voices will develop a culture of positive on-time attendance five days per week through attendance incentives, positive recognition, and awards to ensure positive daily attendance.	[$ 0.00]	No

2.7	Enrichment Activities and Advisory Curriculum	Focus on the social emotional curriculum, strong relationship building, school connectedness, attendance, and engagement to improve behavior, attendance and academic achievement. Ensure consistent, structured programming and opportunities for student choice. Provide enrichment activities and supplies for students to expand arts education, service learning, and physical education (Playworks, dance, ToolBox). Specific focus on developing the middle school Advisory/Student Council called Grupo Estudiantil for Voices Middle School to ensure development of self-management skills, self-regulation, critical thinking to create strong teacher-student relationships outside of core content areas.	[$ 0.00]	No
2.8	Middle School Culture	Develop policies and procedures specifically for Middle School in order to create a strong middle school culture that will strengthen the unity in the TK-8 school. Topics will include students as role models, behavioral expectations, preparing for high school, requirements to attend activities, etc. Activities will include dances, music at lunch, yearbooks, service to the school, buddies with younger students, school ambassadors, student competitions, grad nite (during the day), promotion, etc. and Responsibilities will be delineated for Grupo Estudiantil and which activities they will plan.	[$ 0.00]	No
2.9	Dean of Culture	Dean of Culture who promotes an engaging, positive and safe school culture and environment that will maintain desired attendance and student engagement. The Dean of Culture will train staff on the use of our social emotional learning supports and oversee enrichment activities and programs at the school. The Dean of Culture will provide parent education workshops.	[$ 0.00]	Yes

2.10	School Counselor	The School Counselor will address the social, emotional health and well-being of students. Provide one on one counseling, small group counseling, social skills groups, student, and family support, and overall support of the school climate and culture. They will support students impacted by trauma, social emotional challenges, and mental health issues. The school counselor will provide professional development to support teachers and staff to increase personal mental health and social emotional well-being to better support students. The school counselor will support the Positive Behavioral Intervention and Supports to ensure a positive school climate and culture by incentivizing positive behavior through Buddies, incentives, and rewards for school competitions. The school counselor will provide resources to students, parents, teachers, and staff on stress management, mindfulness, and restorative justice practices to increase personal mental health and social emotional well-being to better support students who have experienced trauma.	[$ 0.00]	Yes

Goal 3

Goal #	Description	Type of Goal
3	Parent and Community Engagement: Voices' parents/guardians, teachers, staff, and community members will be contributing members of the school community through active engagement, communication, collaboration, and decision-making as partners in education to provide students with a well-rounded education.	Broad

State Priorities addressed by this goal.

3 – Parental Involvement – Efforts the school makes to seek parent input in decision-making; Efforts the Charter School makes to promote parental participation in programs for unduplicated pupils and individuals with exceptional needs
6 - School Climate –Survey of teachers and parents/guardians on the sense of school safety and connectedness

An explanation of why the LEA has developed this goal.

Voices understands the importance of having active and engaged parents, guardians, and community members that support the vision, mission, and plans of the Charter School to ensure students are successful. This can best be accomplished through communication, collaboration, and shared decision making.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Seek parent input & promote parental participation in programs for unduplicated students and students with exceptional needs	Initial Implementation Data Year: 2022-23 Data Source: Dashboard Fall 2023	Full Implementation Data Year: 2023-24 Data Source: Dashboard Fall 2024		Full Implementation and Sustainability Data Year: 2025-26 Data Source: Dashboard Fall 2026	On Track

3.2	English Learner Advisory Committee	Not Yet Available (Total Number per year) Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Number per year) Data Year: 2026-27 Data Source: Local Data	Pending
3.3	Parent Satisfaction with School Program	Not Yet Available (Total Percent Satisfied) 69% of parents/guardians responded favorably Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Percent Satisfied) Data Year: 2026-27 Data Source: Local Data	Pending
3.4	Teacher/Staff Survey	Not Yet Available (Total Percent) Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Percent) Data Year: 2023-24 Data Source: Local Data	Pending
3.5	Parent Education Workshops	Not Yet Available (Total Number per year) Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Number per year) Data Year: 2026-27 Data Source: Local Data	Pending

3.6	Project/Portfolio Presentations	2 per year Data Year: 2023-24 Data Source: Local Data	Pending		2 per year Data Year: 2026-27 Data Source: Local Data	Pending

Insert or delete rows, as necessary.

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Parent and Community Engagement and Advisory	Host school wide events and assemblies to showcase student success to include Orientation, Back to School Night, Open House, Literacy Night, Math Night, and other recruitment and engagement events to get families and community members involved with the school. Host Parent-Teacher Conferences to learn about student progress in the classroom. Host cultural events to build stronger relationships between school-home and demonstrate support/respect for diversity within the community. Administer a School Climate Survey annually. Encourage parents to take on additional leadership responsibilities in advisory groups to develop shared leadership and parent governance. Ensure compliant and functioning Parent Advisory Committee and English Learner Advisory Committee ("ELAC") and provide relevant materials and basic hospitality (water, snacks) for these meetings.	[$ 0.00]	No
3.2	Parent Academy	Provide robust parent education through Parent Academy to ensure a partnership in the students' academic success, the importance of student attendance and engagement, taking an active or leadership role in the school, literacy, supporting social emotional and mental health for the family, and access to tools to support student learning at home which will ensure social emotional and mental health well-being for increased student engagement, attendance, connectedness, achievement, and self-esteem.	[$ 0.00]	Yes
3.3	Parent Communication	Provide consistent communication to students, families, teachers, and staff through the communication application, Parent Square, in English and Spanish. Utilize the website, newsletters, and social media to communicate student events, reminders, recruitment and enrollment.	[$ 0.00]	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for [LCAP Year]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$[Insert dollar amount here]	$[Insert dollar amount here]

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
[Insert percentage here]%	[Insert percentage here]%	$[Insert dollar amount here]	[Insert percentage here]%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or school wide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness

1.5, 1.7, 1.9, 1.10, 1.11	2023 CA Dashboard indicated that Voices students are underperforming in ELA, Math, and Science overall and by significant subgroups. The 2023 Dashboard indicates the English Language Arts performance was Overall “Low” – 34.7 points below standard, declined 6.9 points. The following subgroup was “Very Low” – Students with Disabilities – 108.1 points below standard, declined 4 points. The following subgroups were “Low” – English Learners – 51.8 points below standard, maintained -1.1 points, Hispanic/Latinx – 41.2 points below standard, declined 10 points; and Socioeconomically Disadvantaged- 57.9 points below standard, declined 19.1 points. The 2023 Dashboard indicates the Math performance was Overall “Low” – 66.8 points below standard, declined 18.8 points. The following subgroup was “Very Low”: Students with Disabilities – 137.3 points below standard, declined 29.6 points. The follow subgroups were "Low": Socioeconomically Disadvantaged- 84.1 points below standard, declined 26.1 points, English Learners – 86.7 points below standard, declined 15.3 points, and Hispanic/Latinx – 69.4 points below standard, declined 10 points. The 2023 CAST scores for Science in grades 5 and 8 are lower than the State.	Voices is committed to improving student achievement for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, the school will ensure that every classroom has a credentialed teacher who will implement standards using a standards-based curriculum. The teachers, staff, and administrators will receive intensive professional development to increase their ability to support the students. By using evidence based intervention and supplemental materials, students will have the opportunity to accelerate their learning and close the achievement gap that is seen in ELA, SLA, math and science. The primary classrooms will have the support of associate teachers who will support individual and small group interventions in the classroom. With the support of a Student Support Manager, the process of progress monitoring and assigning appropriate interventions will ensure that a robust MTSS program will be implemented with fidelity. The after-school program and summer school will focus on literacy, numeracy, and extended enrichment activities. All these actions will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from these extra academic supports.	1.1 Credentialed Teachers 1.3 Implementation of Standards 1.4 SBAC ELA 1.5 SBAC Math 1.6 CAST Science 1.7 ELA Local Assessment 1.8 SLA Local Assessment 1.9 Math Local Assessment

2.1, 2.3, 2.5, 2.9, 2.10	2023 CA Dashboard indicated that Voices is improving in chronic absenteeism and suspension rates, but in order to ensure students' social emotional health and school connectedness remains high, Voices will continue to prioritize these areas. The 2023 Dashboard indicates the Chronic Absenteeism Rate was Overall "Medium" – 37.3% chronically absent, declined 11.5%. The following subgroup was "High" -Students with Disabilities, 31.3% chronically absent, declined 24.5%. The following subgroups were "Medium" - Socioeconomically Disadvantaged, 38% chronically absent, declined 13.8%, English Learners –38.1% chronically absent, declined 16.4%, and Hispanic/Latinx –38.4% chronically absent, declined 12.4%. The 2023 Dashboard indicates the following - Suspension Rate was Overall "Very Low" - 1% of students were suspended at least one day, declined 2.6%. Students who are suspended multiple times are only counted once. The following subgroups were "Low"- Students with Disabilities - 2% were suspended at least one day, declined 3.6% and English Learners – 1.1% suspended at least one day, declined 2.4%. The following subgroups were "Very Low" - Socioeconomically Disadvantaged - 0% of students were suspended at least one day, declined 4.4% and Hispanic/Latinx – 0.8% were suspended at least one day, declined 2.8%.	Voices is committed to improving the attendance rate, reducing the chronic absenteeism rate, and the suspension rate for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, students will extend the learning in the classroom by attending field trips to expose them to real-world applications. Students will be provided with needed school supplies to ensure access at school and home. By creating a positive school climate and culture, students will be excited to come to school and learn in a nurturing school community. The Dean of Culture will provide needed support to students with poor attendance and behavior to overcome barriers to learning and focus on parent education. The School Counselor will ensure a deep focus on social emotional learning and character development through counseling and resources to help students overcome trauma. All these actions will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from increased attendance rate and decreased chronic absenteeism rate and suspension rate.	2.2 Attendance Rate 2.3 Chronic Absenteeism Rate 2.4 Middle School Dropout Rate 2.5 Suspension Rate 2.6 Expulsion Rate 2.7 Broad Course of Study 2.8 Student Surveys on school safety and connectedness

3.2	2023 CA Dashboard indicated that Voices students are underperforming in ELA, Math, and Science overall and by significant subgroups. 2023 CA Dashboard indicated that Voices is improving in chronic absenteeism and suspension rates, but students' social emotional health and school connectedness is dependent on regular school attendance and understanding. Parents must play an active role in the education of the students and in partnership with the school.	Voices is committed to improving the academic achievement in ELA, SLA, Math, and Science attendance rate, reducing the chronic absenteeism rate, and the suspension rate for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, Voices will provide robust parent education through Parent Academy to ensure a partnership in the students' academic success, the importance of student attendance and engagement, taking an active or leadership role in the school, literacy, supporting social emotional and mental health for the family, and access to tools to support student learning at home which will ensure social emotional and mental health well-being for increased student engagement, attendance, connectedness, achievement, and self-esteem. This action will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from active parent involvement through parent education and will result in increased academic achievement, increased attendance rate and decreased chronic absenteeism rate and suspension rate.	3.1 Parent Input and Participation 3.2 ELAC Meetings 3.3 Parent Satisfaction Surveys 3.4 Teacher/Staff Surveys 3.5 Parent Education

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.3	Increase English Learner Progress Indicator ("ELPI") for all English Learners. The 2023 Dashboard indicates that 46.4% of English Learners made progress toward English Language proficiency or a performance color of "Low" which is a decline of 8.9%. Additionally, many students who have been attending school in the United States for five years have not been Reclassified as Fluent English Proficient.	English Learners have the most opportunity for academic growth as measured by statewide assessment data on the ELPAC. A local needs assessment revealed that the identified students are in more need of high-quality, rigorous, meaningful, engaging instruction in English Language Development. Voices will provide each English Learner with integrated ELD in core content areas. Voices will provide an appropriately credentialed teacher to provide designated ELD daily for 30 minutes to each English Learner in leveled groups using ELD curriculum and monitoring the progress. Additional support will be provided for newcomers and Long Term English Learners. We expect the ELPAC scores of English Learners to increase because of the action focusing on high-quality instruction for the identified students.	1.10 ELPI 1.11 EL Reclassification Rate

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Not Applicable

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	1:16
Staff-to-student ratio of certificated staff providing direct services to students	N/A	1:8

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive Voicess budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).

- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).

    - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).

- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

> Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.

- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;

- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections 52060(g) (California Legislative Information) and 52066(g) (California Legislative Information) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section 47606.5(d) (California Legislative Information) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and

- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see Education Code Section 52062 (California Legislative Information);
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see Education Code Section 52068 (California Legislative Information); and
- For charter schools, see Education Code Section 47606.5 (California Legislative Information).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:

    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
    - Inclusion of metrics other than the statutorily required metrics
    - Determination of the target outcome on one or more metrics
    - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
    - Inclusion of action(s) or a group of actions
    - Elimination of action(s) or group of actions
    - Changes to the level of proposed expenditures for one or more actions
    - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
    - Analysis of effectiveness of the specific actions to achieve the goal
    - Analysis of material differences in expenditures
    - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
    - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive Voicess budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The *LCFF State Priorities Summary* provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
    - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).

- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: *EC* Section 42238.024(b)(1) (California Legislative Information) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.

- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:

- The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
- The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
  - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
  - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
  - Indicate the school year to which the baseline data applies.
  - The baseline data must remain unchanged throughout the three-year LCAP.
    - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
    - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their

educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.

- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then.	Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
        - The reasons for the ineffectiveness, and
        - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
    - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
    - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

***Actions for Foster Youth*:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.

- If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:

  - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.

  - These required actions will be effective for the three-year LCAP cycle.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the

identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit Voicesion or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit Voicesion or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.

- **Action #**: Enter the action's number as indicated in the LCAP Goal.

- **Action Title**: Provide a title of the action.

- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.

- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.

- If "Yes" is entered into the Contributing column, then complete the following columns:

    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.

    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.

- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."

- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.

- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
    - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

      For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services

provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
    - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater

than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
    - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
    - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
    - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
    - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
    - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
    - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**

- This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).

- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

  - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

    The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

  - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2023

Coversheet

Stockton LCAP Hearing

Section: III. LCAP Public Hearing
Item: F. Stockton LCAP Hearing
Purpose: Discuss
Submitted by:
Related Material: Voices Stockton DRAFT LCAP 2025 (1).docx.pdf

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Voices College-Bound Language Academy at Stockton	Principal	408-571-6404

Plan Summary 2025-26

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Voices College-Bound Language Academy at Stockton ("Voices") is an independent TK-4 (expanding to TK-8) public charter school in Stockton founded in 2020 authorized by Stockton Unified School District. Voices provides a rigorous college-prep TK-4 program that teaches students English and Spanish and builds on core elements of their identity. The goal of the school is to prepare and inspire students to create positive change in their communities. The school will build a diverse, inclusive, and intellectually stimulating learning environment and emphasize the cognitive and social-emotional skills to inspire intellectually and emotionally intelligent problem-solvers. The school uses an instructional approach that is based on meeting students where they are at, differentiating to support their needs, and acknowledging the strengths they come in with. Voices will add one grade level per year until it serves TK-8. There are some metrics which do not apply to Voices because it is a TK-4 Charter School: A-G requirements, CTE Completion, AP Passage Rate, EAP ELA and Math, HS Dropout Rate, and HS Graduation Rate. In 2025-26, the middle school metrics will establish the baseline.

Mission

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

Vision

All students graduating from Voices College-Bound Language Academies will possess the knowledge, skills and confidence to succeed in any career path they choose to pursue in life by mastering academic standards and subject matter. Students will be aware of the many positive possibilities for their future and enjoy learning throughout their lives. They will be able to think critically by asking questions, especially when confronted with the status quo. Our students will have a sense of social responsibility to make their communities better.

The Voices Network Core Values are:

Students in the Forefront: Our students motivate, inspire and guide us. Every decision is made with their well-being and achievement in mind.

Sí Se Puede Attitude: “Yes we can.” These Spanish words reflect the strength of our gente, our people, our culture. Whatever role, age or background, we at Voices embrace Sí Se Puede attitude with a smile on our face.

In Lak’ech: This Mayan phrase means, “I am you, you are me.” We are familia. And when we act with unity, we are unstoppable.

Shared Leadership: Everyone has something valuable to contribute to the Voices school community. Whether you are a first-year teacher, an assistant teacher, a principal or a parent, Voices believes in shared knowledge and accountability.

The School Site Values are activism and scholarship which promote a culture that fosters positive learning experiences and encourages a connection and duty to the community we live in.

The California School Dashboard (“Dashboard”) in 2023 reports that in 2022-23, Voices served 103 students with diverse needs and backgrounds: 69.9% socioeconomically disadvantaged (“SED”) or low income (“LI”) students; 32% of students were English Learners (“ELs”); 1.0% of English Learners were Redesignated Fluent English Proficient (“RFEP”); 9.7% of students with disabilities (“SWD”); 1% Foster Youth (“FY”); and, 0% Homeless Youth. As of the 2022-23 school year, enrollment by race and ethnicity at Voices was Hispanic/Latinx (93.2%), African American/Black (3.9%), White (1%), Two or More Races (1%), and Asian (1%). It should be noted that the supplemental and concentration grant funds that come from the Local Control Funding Formula (“LCFF”) are for ELs, SED/LI, and FY. Of these subgroups, SED students and ELs are a significant subgroup at Voices; however, the Charter School addresses specific actions and services for FY students to provide equal access to a high-quality program.

The purpose of this Local Control Accountability Plan (“LCAP”) is to address the School Plan for Student Achievement (“SPSA”) for Voices which is the Schoolwide Program; herein referred to as the LCAP. The Charter School’s plan is to effectively meet the ESSA Requirements in alignment with the LCAP and other federal, state and local programs. The plans included in the LCAP address these requirements compliant to include focusing on three goals: GOAL 1: Student Achievement: Improve achievement of all students, including significant subgroups especially English Learners, in English Language Arts (“ELA”), Spanish Language Arts (“SLA”), Mathematics (“Math”), and Science in Voices’ dual-immersion model. GOAL 2: Student Engagement: Voices will support the social emotional health and well-being of the students through character development and enrichment activities in a safe, inclusive, learning environment which fosters a strong relationship between teachers and students. GOAL 3: Parent and Community Engagement: Voices’ parents/guardians, teachers, staff, and community members will be contributing members of the school community through active engagement, communication, collaboration, and decision-making as partners in education to provide students with a well-rounded education.

The Charter School completed a comprehensive needs assessment of the entire school which included an analysis of verifiable state data and local performance data used to measure student outcomes as evidenced in the annual update portion of the LCAP. The needs assessment process included meeting parents, classified staff, teachers and administrators to identify areas of opportunity for the students and groups of students who are not achieving standard mastery and to identify strategies which will be implemented in the LCAP to address those areas of opportunity. The identification of the process for evaluating and monitoring the implementation of the LCAP and the progress toward accomplishing the established goals will include discussing the actions and services with the use of supplemental funds at the school level through the English Learner Advisory Committee (“ELAC”) which functions as the Parent Advisory Committee. ELAC meets a minimum of four times per year to inform the process. Parents, classified staff, certificated staff and an administrator will make up the ELAC. The number of parents will exceed or be equal to the number of total staff members. The ELAC discusses academic performance, supplemental services and areas to make improvements with Title funds as part of the School Plan included in the LCAP conversations at the meeting in the fall and at the meeting in the spring. The teachers, staff, students and parents also participate in an annual survey which provides feedback on the goals and actions. The teachers, staff and administrators actively participate in the decision making process throughout the

year and during LCAP workshops. The decisions will take into account the needs of Voices based on student achievement data to include SBAC, ELPAC, and interim assessment data such as NWEA MAP, SLA assessments, cumulative assessments, and attendance and student discipline data to include the significant subgroups of Hispanic/Latinx students, SED students, and ELs and RFEPs. This student achievement data, attendance data, and student discipline data will be used as a basis for making decisions about the use of supplemental federal funds and the development of policies on basic core services.

Each goal includes actions and services that address the needs of all students and significant subgroups which include evidence-based strategies that provide opportunities for all children, methods and instructional strategies, and particular focus on students at risk of not meeting the State academic standards.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

The 2023 California State Dashboard only identifies performance levels using one of five status levels (ranging from Very Low, Low, Medium, High, and Very High) for state measures. Please note that the status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very High, High, Medium, Low, and Very Low).

Increase ELA Performance overall and for significant subgroups. SBAC English Language Arts (ELA) results showed further decline from Spring 2023 to Spring 2024. The overall Distance from Standard (DFS) worsened from -78.4 to -88.4, and the percentage of students meeting or exceeding standards decreased slightly from 14.29% to 13.15%. While Hispanic, Socioeconomically Disadvantaged (SED), and English Learner (EL) subgroup DFS were not available in 2023, they were established in 2024, showing significant performance gaps. In Spring 2024, Hispanic students had a DFS of -92.3 with 11.11% meeting or exceeding standards, SED students had a DFS of -89.9 with 11.32% proficiency, and ELs had the lowest performance with a DFS of -117.1 and 0% meeting or exceeding standards. These data underscore the need for immediate, targeted interventions in literacy, especially for EL and SED students, to improve foundational reading skills and close achievement gaps.

Increase math performance overall and for significant subgroups. SBAC Math performance declined from Spring 2023 to Spring 2024. The overall Distance from Standard (DFS) worsened from -52.2 to -60.7, and the percentage of students meeting or exceeding standards dropped from 21.43% to 17.95%. While subgroup DFS data were not available in 2023, baseline scores were established in 2024. Hispanic students had a DFS of -60.6 with 18.92% meeting or exceeding standards. Socioeconomically Disadvantaged (SED) students had a DFS of -61.8 with 18.18% proficiency, consistent with the previous year. English Learners (ELs) had the lowest performance, with a DFS of -86.4 and 0% meeting or exceeding standards. These results reflect a need for intensified math intervention and language-integrated instruction, particularly to support EL and SED students in mastering grade-level math content.

Increase English Learner Progress Indicator (“ELPI”) for all English Learners. The English Learner Progress Indicator (ELPI) data from 2022–23 and 2023–24 reflects moderate progress but remains below the state average, with no performance color assigned in either year. In 2022–23, 37.5% of English Learners were making progress toward English language proficiency, based on DataQuest ELPAC Summative results. In 2023–24, 43.8% of ELs were reported as making progress, approaching the state average of 45.7%, according to the 2024 California School Dashboard. Although the rate of progress improved, the absence of a color-coded status highlights the need for additional years of data to establish a performance level and for continued investment in high-quality designated and integrated English Language Development (ELD) instruction.

Decrease chronic absenteeism and increase daily attendance overall and for significant subgroups. Chronic absenteeism rates improved from 2022–23 to 2023–24 but remain elevated, resulting in an *Orange* rating on the 2024 California School Dashboard. The overall rate declined from 50.5% to 38.8%, with notable reductions across key student groups. Hispanic students improved from 49% to 40.6%, English Learners (ELs) decreased from 51.4% to 39.3%, and Socioeconomically Disadvantaged (SED) students declined from 51.9% to 37.1%. Students with Disabilities (SWDs) were reported at 35% in 2024. While these improvements are encouraging, chronic absenteeism remains a significant barrier to academic success and warrants ongoing focus through targeted attendance interventions and family engagement strategies. Voices will continue this decline and will focus specifically on decreasing Chronic Absenteeism for all students and especially for the subgroups of Hispanic/Latinx students, ELs, and SED students by implementing a culture of positive on-time attendance five days per week through attendance incentives, positive recognition, and awards to ensure positive daily attendance, implementing the Attendance Policy through parent phone calls, parent meetings, attendance contracts, letters, and home visits, and implementing a prioritized system for identifying and serving students who are chronically absent based on results of each student's average daily attendance.

Maintain suspension rate at 1%. Suspension rates increased slightly from 2022–23 to 2023–24, resulting in a *Yellow* rating on the 2024 California School Dashboard. In 2022–23, suspension rates were 0% across all reported student groups. By 2023–24, the overall suspension rate rose to 0.8%, with Hispanic students at 0.9%, Socioeconomically Disadvantaged (SED) students at 1%, and English Learners (ELs) remaining at 0%. Students with Disabilities (SWDs) also maintained a 0% suspension rate. While the overall rates remain relatively low, the increase signals the importance of maintaining strong positive behavior supports and early intervention strategies to prevent further escalation. Voices is working with students on alternatives to suspension to include counseling, restorative practices, schoolwide SEL program, behavior support in the classroom, professional development on classroom management, and Positive Behavioral Interventions and Supports ("PBIS").

Voices is not eligible to be an Equity Multiplier School.

Voices Met all Local Indicators: Implementation of Academic Standards, Access to a Broad Course of Study, Basics (Teachers, Instruction Materials, Facilities), Parent and Family Engagement, and Local Climate Survey.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Voices is in General Assistance based on Charter School Assistance due to the hard work and improvement overall and for significant subgroups. Based on the 2022 Dashboard, Voices was eligible for Comprehensive School Improvement ("CSI") for being the lowest performing five percent of Title I schools based on the chronic absenteeism rate. Fortunately, Voices exited CSI and is no longer eligible based on the 2023 Dashboard. The efforts of Voices demonstrated a 15.8% decline in the percentage of students who missed ten percent or more of the instructional days they were enrolled. The CSI Plan in 2022-23 was implemented to address this concern, and Voices expects an additional decline in the percentage of students who are chronically absent in 2023-24.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2023 CA Dashboard.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2023 CA Dashboard.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Voices is not eligible for Comprehensive Support and Instruction ("CSI") based on the data from the 2023 CA Dashboard.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Teachers, administrators and other school personnel	Engaged in collecting feedback on the goals and actions with teachers, administrators, and other school personnel during staff meetings called LCAP Engagement. The data, goals, and actions were discussed. Additionally, staff surveys were used to inform the LCAP.
Parents/Guardians	Parent/guardian surveys were used to inform the LCAP.
Students	Engaged in collecting feedback on the goals and actions with middle school students as part of their student council.
Local Bargaining Units (Certificated and Classified)	Voices does not have local bargaining units.
Parent Advisory Committee	LCAP was presented to the Parent Advisory Committee in accordance with Education Code Section 52062(a)(1).
English Learner Advisory Committee	LCAP was presented to the ELAC in accordance with Education Code Section 52062(a)(1).
Student Advisory Committee	LCAP was presented to the Student Advisory Committee in accordance with Education Code Section 52062(a)(1). The Student Council which acts as the Student Advisory Committee reserves the first meeting of the month to provide input on LCAP and other pertinent school policies or actions.
SELPA	Voices consulted with its SELPA to determine that specific actions for individuals with exceptional needs are included in the LCAP in accordance with Education Code Section 52062(a)(5).
Public Comment	6/5/25-6/20/25: Public comment period or notification to members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the LCAP in accordance with Education Code section 52062(a)(3).
Public Hearing	6/5/25 that Voices held at least one public hearing in accordance with Education Code section 52062(b)(1).
Adoption by the Board of Directors	6/25/25 that the Voices Board of Directors adopted the LCAP in a public meeting in accordance with Education Code section 52062(b)(2).
Budget Adoption and Local Indicator Report to Board of Directors	The Progress on Local Indicators was presented and reviewed by the Board. The Budget Overview for Parents, Annual Update, Voices Budget, and LCAP were adopted by the Board on 6/25/25 in accordance with Education Code section 52062(b)(2).

Insert or delete rows, as necessary.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Goals and Actions

Goal 1

Goal #	Description	Type of Goal
1	Student Achievement: Improve achievement of all students, including significant subgroups, especially English Learners, in English Language Arts, Spanish Language Arts, Mathematics, and Science in Voices' dual-immersion model.	Broad

State Priorities addressed by this goal.

1 Basic Services: Teachers appropriately assigned and credentialed/meet ESSA requirements; Every student has sufficient access to standards-aligned instructional materials
2 Implementation of State Standards: Implementation of the academic content and performance standards adopted by the state board; English Learners will access the CCSS and ELD standards for purposes of gaining academic content knowledge and English language proficiency
4 Pupil Achievement: Percentage of all students and significant subgroups who score meet or exceed standard mastery on the SBAC will increase in ELA and Math; Percentage of English Learners demonstrating growth of one or more levels on the ELPAC will increase. Percentage of English Learners who reclassify as fluent English proficient will increase. Percentage of English Learners who have not reclassified in 5 years LTELs will decrease.

An explanation of why the LEA has developed this goal.

Voices has reviewed ELA, Math, and English Learner Proficiency data and is committed to improving student achievement for all students and significant subgroups. The 2023 Dashboard indicates no performance color for English Language Arts, but the students' score was 78.4 points below standard. The 2023 Dashboard indicates no performance color for Math, but the students' score was 52.2 points below standard. There will not be a CAST Science score until 2024-25 when the students matriculate to grade 5. The 2023 Dashboard indicates that 37.5% of English Learners made progress toward English Language proficiency with an increase of 8.9%.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline

1.1	Appropriately assigned and fully credentialed teachers	4.0 FTE 25.0% Clear 0.0% Out-of-Field 0.0% Intern 75% Ineffective 0.0% Incomplete 0.0% Unknown Data Year: 2021-22 Data Source: DataQuest	2.3 FTE 0.0% Clear 0.0% Out-of-Field 0.0% Intern 100.0% Ineffective 0.0% Incomplete 0.0% Unknown Data Year: 2022-23 Data Source: DataQuest		10.0% Clear 0.0% Out-of-Field 10% Intern 80% Ineffective 0.0% Incomplete 0.0% Unknown Data Year: 2024-25 Data Source: DataQuest	FTE **Declined by 1.7** Clear **Declined 25.0%** Out-of-Field **Maintained 0%** Intern **Maintained 0%** Ineffective **Increased 25%** Incomplete **Maintained 0%** Unknown **Maintained 0.0%**
1.2	Access to standards aligned instructional materials	100% of students with access to standards aligned instructional materials Data Year: 2023-24 Data Source: Local Indicators	100% of students with access to standards aligned instructional materials Data Year: 2024-25 Data Source: Local Indicators		100% of students with access to standards aligned instructional materials Data Year: 2026-27 Data Source: Local Indicators	Met Target
1.3	Implementation of standards for all students and enable ELs access to CCSS and ELD standards	Initial Implementation Data Year: 2022-23 Data Source: Dashboard Fall 2023	Initial Implementation Data Year: 2023-24 Data Source: Dashboard Fall 2024		Full Implementation & Sustainability Data Year: 2025-26 Data Source: Dashboard Fall 2026	On Track

1.4	SBAC ELA	2022-23 ELA Distance from Standard Overall: -78.4 HISP: Set in 2024 SED: Set in 2024 EL: Set in 2024 Percent Meets and Exceeds: Overall: 14.29% HISP: Too Few SED: 9.09% EL: Too Few Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	2023-24 ELA Distance from Standard **No Color** Overall: -88.4 HISP: -92.3 SED: -89.9 EL: --117.1 Percent Meets and Exceeds: Overall: 13.15% HISP: 11.11% SED: 11.32% EL: 0.00% Data Year: Spring 2024 Data Source: CAASPP		2025-26 ELA Distance from Standard Overall: -18.4 HISP: TBD SED: TBD EL: TBD Percent Meets or Exceeds: Overall: 32.81% HISP: TBD SED: 24.09% EL: TBD Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Distance from Standard Overall: **Declined 10 points** HISP: **Declined 31.4 points** SED: **Maintained -2.6 points** Meets and Exceeds: Overall: **Declined 1.14%** SED: **Increased 2.23%**

1.5	SBAC Math	2022-23 Math Distance from Standard Overall: -52.2 HISP: Set in 2024 SED: Set in 2024 EL: Set in 2024 Percent Meets or Exceeds: Overall: 21.43% HISP: Too Few SED: 18.18% EL: Too Few Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	2023-24 Math Distance from Standard **No Color** Overall: -60.7 HISP: -60.6 SED: -61.8 EL: -86.4 Percent Meets or Exceeds: Overall: 17.95% HISP: 18.92% SED: 18.18% EL: 0.00% Data Year: Spring 2024 Data Source: CAASPP		2025-26 Math Distance from Standard Overall: 7.8 HISP: TBD SED: TBD EL: TBD Percent Meets or Exceeds: Overall: 36.43% HISP: TBD SED: 33.18% EL: TBD Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Overall: **Declined 8.6 points** SED: **Increased 3.1 points** Overall: **Declined 3.48%** SED: **Maintained 18.18%**

1.6	CAST Science	Baseline set in 2024-25 Data Year: Spring 2023 Data Source: CAASPP Student Score Data Extract from TOMS	Baseline set in 2025 Data Year: Spring 2024 Data Source: CAASPP		Overall: TBD HISP: TBD SED: TBD EL: TBD Data Year: Spring 2026 Data Source: CAASPP Student Score Data Extract from TOMS	Baseline set in 2025
1.7	ELA Local Assessment –MAP	Not Yet Available Data Year: 2023-24 Data Source: Local Data	63% of students met growth target Data Year: Fall 2024 Data Source: MAP Assessment Data		-0.2 Conditional Growth Index (CGI) 50% of students met growth target Data Year: 2026-27 Data Source: MAP Assessment Data	**38% Increase**
1.8	Math Local Assessment –MAP	Not Yet Available Data Year: 2023-24 Data Source: Local Data	Pending		-0.2 Conditional Growth Index (CGI) 50% of students met growth target Data Year: 2026-27 Data Source: MAP Assessment Data	Pending

1.9	EL students making progress toward English Proficiency	ELPI has no performance color for 2023 ELPI is 37.5% Data Year: 2022-23 Data Source: DataQuest ELPAC Summative	43.8% Making Progress **No Color** Data Year: 2023-24 Data Source: Dashboard 2024 (State – 45.7%)		ELPI is High for 2026 ELPI is 55% Data Year: 2025-26 Data Source: DataQuest ELPAC Summative	**Increased 6.3%**
1.10	EL Reclassification Rate	Data release delayed by the CDE Data Year: 2022-23 Data Source: Dataquest	Data release delayed by the CDE Data Year: 2023-24 Data Source: Dataquest		EL Reclassification rate is 40% Data Year: 2025-26 Data Source: Dataquest	Pending

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Appropriately Staff School	Implement a comprehensive core staffing plan to ensure appropriate staffing across all departments to provide basic services. Staffing will consider student enrollment, programmatic changes, and any vacancies or turnover in alignment with the school's mission, vision, and educational objectives. Develop a recruitment strategy to attract highly qualified, diverse candidates for all open positions reflective of the student body and community demographics. Continue strategies to ensure new teachers are supported and complete an induction program. Develop strategies to retain talented staff, onboard new staff, ensure a competitive compensation package, and evaluate all staff for continual improvement.	[$ 0.00]	No
1.2	Implementation of Core Curriculum	Ensure fidelity to the core high-quality curriculum (ELA, SLA, Math, Science, Social Science) to ensure full implementation which will include a trainer/consultant who provides professional development to teachers and administrators, ensuring teachers utilize the curriculum, work on how to plan lessons, and integrate formative data to inform instruction.	[$ 0.00]	No
1.3	Support for English Learners	Provide each English Learner with integrated ELD in core content areas. Provide an appropriately credentialed teacher to provide designated ELD daily to each English Learner in leveled groups using ELD curriculum (EL Achieve) and monitoring the progress using the Sheltered Instruction Observation Protocol (SIOP). Provide supplemental curricula to support the progress of English language acquisition and mastery leading to redesignation. Provide meaningful, ongoing professional development to support instructional strategies for English Learners. Teachers will develop a sound understanding of how to implement supports for English learners in the classroom, the English Learner Master Plan including reclassification criteria, the CA Roadmap for English Learners, impactful strategies for integrated ELD, and supporting the academic needs of dual identified students.	[$ 0.00]	Yes

1.4	Support for Students with Disabilities	Support Students with Disabilities by ensuring enough staff (teachers and paraprofessionals) or outside service providers to ensure all students receive services outlined in Individual Educational Plans. Ensure compliance with SELPA policies, protocols, and participation. Ensure that all students improve academic acceleration of SWD to ensure goal attainment. Notify parents/guardians about progress toward goals. Ensure time for collaboration between special educators or providers with general education classroom teachers to ensure accommodations and other services provided. Special attention will be paid to SWD with poor attendance and behavioral issues. Ensure that all staff, especially special education teachers and staff, receive external professional development to address the needs of SWD.	[$ 0.00]	No

1.5	Professional Development	Provide meaningful and ongoing professional development opportunities for administrators, teachers and staff. Topics may include: • Core Curriculum Training to ensure full implementation with fidelity • Collaboration between General Education Teachers and Special Education Teachers • Systematic ELD (English Learner Master Plan, ELA/ELD Standards, CA Roadmap for English Learners, ELD Curriculum) and Sheltered Instruction and Observation Protocol (“SIOP”), and GLAD Training • Trauma Informed Instruction • Culturally Responsive Pedagogy • Personal and Professional Goal Setting and Planning for Advancement • Diversity, Equity, and Inclusion (“DEI”) • Using Achieve3000 to improve Literacy • Mathematical Mindset • Multi-Tier System of Supports ("MTSS") • English Learner Master Plan, ELA/ELD Standards, CA Roadmap for English Learners, Sheltered Instruction Observation Protocol (“SIOP”) • Differentiating and Using Instructional Strategies for English Learners, SWD, academically high achieving students, and academically low achieving students • Constructed Writing Response • Academic Vocabulary in English and Spanish • Scaffolding Instruction at Grade Level Standards • Data Analysis - review identified assessment data, to disaggregate the data, to determine strategies that will be utilized to address the needs of the identified students • Restorative Justice Practices • Positive Behavior Intervention Support– Encouraging positive behavior, building relationships, understanding diversity and inclusion, classroom management, and ensuring students have a sense of belonging. • Inquiry Based Instruction • Project-Based Learning • Parents/Guardians as Partners • Charter School Organizations and Conferences- CCSA, CSDC, CABE Provide in-depth professional development for teachers in the summer. Topics may include:	[$ 0.00]	Yes

		• Understanding of Charter, Mission, Vision, and Core Values • Academic Program • Voices School Culture Playbook • Multi-Tier System of Supports • Positive Behavior Intervention Support Provide in-depth professional development for associate teachers. Topics may include: • Direct Service to Students • Small Group Instruction • Read – Write Connection • Effective Instructional Strategies • Effective Behavioral Redirection and De-Escalation Strategies • Planning Enrichment Activities Provide in-depth professional development for principals. Topics may include: • Ongoing Training/Coaching to support administration on data analysis, supporting teachers and staff through implementation of curriculum, using effective and culturally responsive instructional strategies to scaffold student learning and differentiate instruction. • Continue CEEL Servant Leadership • Leading a data team - review identified assessment data (academic and culture), to disaggregate the data, to determine strategies that will be utilized to address the needs of the identified students • Charter School Leadership • Differentiation for ELs and SWD • Positive Behavior Intervention Support • Multi-Tier System of Supports • Parents/Guardians as Partners • Opportunities for trainings (SELPA), workshops (SCCOE), and conferences (CSDC, CCSA, CABE)		
1.6	Technology Infrastructure and Support	Provide a robust technology infrastructure (hardware, software, internet access, etc.) to students and staff to support instructional goals. Ensure technology support is provided to teachers and staff to support instructional goals.	[$ 0.00]	No

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1.7	Intervention and Supplemental Materials	Provide support for identified students who will work in small groups and individually to increase academic skills in reading and math based on benchmark assessments (NWEA MAP, Renaissance STAR, Illuminate, PKRS). The intervention will encourage the identified students to interact with the content standards through real world experiences. The intervention will use explicit strategies to remediate students' skills in literacy and numeracy. Supplemental, intervention instructional materials, and other online and text materials will be used (Newsela, Mystery Science). Implement a variety of supplemental, intervention, and instructional materials for use during intervention and in the classroom focused on reading and math. Students will use these programs during centers or independent learning times while teachers work with small groups so that all students are continuing to receive instruction at their level in addition to grade-level content. The supplemental materials will provide additional opportunities to remediate and accelerate academic skills.	[$ 0.00]	Yes
1.8	Instructional Coach and Principal	The Instructional Coach and the Principal coach teaches on the most effective instructional practices for the whole child and the significant subgroups. Ensure rigor, appropriate pacing, lesson development and execution, and meaningful student feedback. Support teachers on data-analysis skills during data meetings, provide professional development, coach and provide meaningful feedback, coach on engagement techniques with real-time coaching, coach on exemplars for student success, support small-group instruction, ensure implementation of Tier 1 and Tier 2 interventions, and specific evaluations based on professional goals.	[$ 0.00]	No

1.9	Associate Teachers	Provide associate teachers in primary grades to provide direct service to students in the classroom under the direction of certificated teachers. Associate teachers will provide individualized, small group, and whole group support to students to increase academic skills in ELA, SLA, and Math based on teacher data analysis and teacher planning. The focus will be to remediate academic skills by answering questions, explaining directions and concepts, and taking additional support time. Associate teachers support the teacher with formative assessments and the school with diagnostics and provide daily enrichment to students. This creates more opportunities for differentiated learning for all students. The Associate Teachers action is an evidence-based educational strategy designed to meet the needs of our students identified through the comprehensive needs assessment in order to support them to meet the challenging State academic content standards.	[$ 0.00] Title I	Yes
1.10	After School Program and Summer School	Provide a robust after-school program and summer school for students to increase academic skills in reading, writing, speaking, and math. The focus will be to remediate academic skills and to provide enrichment activities. Voices will provide a robust summer program open to all students by providing summer school staff, instructional materials, supplies, snacks, meals, and teacher extra duty pay. Voices will provide summer school to increase academic skills in ELA/Literacy and Math through project based learning and field trips.	[$ 0.00]	Yes
1.11	Network Support Infrastructure	Implement a strong support infrastructure for the school through network educational services, student support services, operational services, human resource management (credentials), business services to support the school's instructional goals. Ensure clear and consistent communication between the network, the school, the teachers, the staff, and the families. Ensure transparency and accountability.	[$ 0.00]	No
1.12	Project-Based Learning	Engaging in relevant, project-based learning projects that integrate literacy, math, and science is important because it promotes deep understanding, critical thinking, and real-world application of concepts. It enhances students' ability to connect learning across disciplines, fosters problem-solving skills, and prepares them for success in an interconnected, knowledge-based society. Students will showcase their projects at an event for families and communities to attend at least twice per year.	[$ 0.00]	No

1.13	Leadership Team	Establish a site-based Leadership Team who will collaborate to set educational goals, develop policies, and oversee the day-to-day operations of the school. This team ensures effective communication, implements initiatives, and supports teachers and students. The site Leadership Team can interact with other school's Leadership Teams at the Network level to share best practices, aligning goals with Network priorities, and seek support for resources and professional development. Network leaders provide guidance, monitor progress, and facilitate collaboration among schools to improve overall educational outcomes.	[$ 0.00]	No
1.14	Collaborative Learning Community	Create a collaborative learning community that focuses on learning rather than teaching, allowing teachers to work collaboratively, and hold each other accountable for results. This could look like book studies (Thinking Classrooms), conversations, problem solving, brainstorming, sharing strategies (4 Cs of Common Core – Creativity, Critical Thinking, Communication and Collaboration), etc. The outcome will be to ensure more collaboration amongst students which will allow for an authentic, language rich learning environment.	[$ 0.00]	No

Goal 2

Goal #	Description	Type of Goal
2	Student Engagement: Voices will support the social emotional health and well-being of the students through character development and enrichment activities in a safe, inclusive, learning environment which fosters a strong relationship between teachers and students.	Broad

State Priorities addressed by this goal.

5 – Pupil Engagement – School Attendance Rate; Chronic Absenteeism Rate; Middle School Drop-Out
6 - School Climate – Suspension Rate; Expulsion Rate; Survey of students on the sense of school safety and connectedness
7 – Course Access - Broad course of study; Programs and services developed and provided to unduplicated pupils; Programs and services developed and provided to students with exceptional needs

An explanation of why the LEA has developed this goal.

Voices is committed to students receiving social emotional well-being support and enrichment activities to ensure they remain engaged in the school community. The School Attendance Rate is 90.66%. The 2023 Dashboard indicates the Chronic Absenteeism Rate was Overall "High" as were the following subgroups of Hispanic/Latinx, English Learners, and Socioeconomically Disadvantaged students.

The 2023 Dashboard indicates the Suspension Rate was Overall "Very Low" as were the following subgroups of Hispanic/Latinx, English Learners, and Socioeconomically Disadvantaged students.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	Facilities in good repair	All facilities met "Good" repair Data Year: 2022-23 Data Source: SARC 2022-23 based on FIT	All facilities in "Good" repair Data Year: 2023-24 Data Source: SARC 2023-24 FIT September 2024		All facilities met "Good" repair Data Year: 2025-26 Data Source: SARC 2025-26 based on FIT	Maintained

2.2	Attendance Rate	90.66% Data Year: 2023-24 Data Source: P-2 Report	92% Data Year: 2024-25 Thus far Data Source: Thru November 22, 2024		96% Data Year: 2026-27 Data Source: P-2 Report	**Increased 1%**
2.3	Chronic Absenteeism Rate	All: 50.5% HISP: 49% EL: 51.4% SED: 51.9% Data Year: 2022-23 Data Source: Dashboard Fall 2026	All: 38.8% Orange HISP: 40.6% EL: 39.3% SED: 37.1% SWD: 35% Data Year: 2023-24 Data Source: Dashboard 2024		All: 20% HISP: 20% EL: 20% SED: 20% Data Year: 2025-26 Data Source: Dashboard Fall 2026	All: **Declined 11.6%** HISP: **Declined 9.7%** EL: **Declined 6.3%** SED :**Declined 14.8%** SWD: **Declined 6.7%**
2.4	Middle School Drop Out Rate	Baseline set in 2025-26 Data Year 2023-24 Data Source CALPADS 8.1c	Baseline set in 2025-26 Data Year 2023-24 Data Source CALPADS 8.1c		0% Data Year 2026-27 Data Source CALPADS 8.1c	Baseline set in 2025-26

2.5	Suspension Rate	All: 0% HISP: 0% EL: 0% SED: 0% Data Year: 2022-23 Data Source: Dashboard Fall 2023 Suspension Rate	All: 0.8% **Yellow** HISP: 0.9% EL: 0% SED: 1% SWD: 0% Data Year: 2023-24 Data Source: Dashboard 2024		All: <1% HISP: <1% EL: <1% SED: <1% Data Year: 2025-26 Data Source: Dashboard Fall 2026 Suspension Rate	All –**Increased 0.8%** HISP - **Increased 0.9%** EL: **Maintained 0%** SED – **Increased 1%** SWD **Maintained 0%** **On Target**
2.6	Expulsion Rate	0% for all students and significant student subgroups Data Year: 2022-23 Data Source: DataQuest Expulsion Rate	0% for all students and significant student subgroups Data Year: 2023-24 Data Source: DataQuest Expulsion Rate		0% for all students and significant student subgroups Data Year: 2025-26 Data Source: DataQuest Expulsion Rate	Met Target
2.7	Broad Course of Study	100% of students enrolled in Enrichment Courses Data Year: 2023-24 Data Source: Local Data	100% of students enrolled in Enrichment Courses Data Year: 2024-25 Data Source: Local Data		100% of students enrolled in Enrichment Courses Data Year: 2026-27 Data Source: Local Data	Met Target
2.8	Student Surveys on the sense of safety and school connectedness	Not Yet Available (Total Percent) Data Year: 2023-24 Data Source: Local Data	Pending		80% Data Year: 2026-27 Data Source: Local Data	Pending

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Field Trips	Provide field trips for students that will exemplify the standards-based curriculum through a hands-on, experiential experience. This will improve school connectedness, attendance, and engagement.	[$ 0.00]	Yes

2.2	Student Health	Ensure that universal precautions recommended by members of the School-site Leadership Team (i.e. Principal, Dean of Culture, Business Manager, Student Services Manager and Instructional Coach) to ensure the health of students. Address the physical needs of all students and monitor serious health concerns through monitoring medications and treatments. Secure outside providers for vision and hearing screenings and puberty education in grade 5 and sex health education in grade 7 as required.	[$ 0.00]	No
2.3	School Supplies	Provide school supplies including borrowed Chromebooks and hotspots returned at the end of the year, calculators, rulers, colored pencils, binders, pens, pencils, etc. so that the students have the materials needed to support their learning. Backpacks, uniforms, and school supplies will be provided to students based on need. School supplies provided to students will ensure that students have access to supplies which will promote equity and inclusivity in the classroom.	[$ 0.00]	Yes
2.4	Safe, Clean Facilities	Maintain a safe and clean school facility and environment for students. Custodians will continue to clean our facility regularly and address any cleaning associated with a virus (cold, flu, RSV, COVID, etc.). Maintain facility in good repair as measured by the FIT Report. Identified issues or needs will be tracked via the work order process and will be completed in a timely manner. Ensure the safety plan is fully implemented. Creating a playground space by painting an inviting play space at school fosters physical activity, social interaction, creativity, and social emotional well-being. Indoor and outdoor play spaces provide opportunities for exercise, skill development, and imaginative play, which are essential for healthy development and overall academic success.	[$ 0.00]	No

2.5	Positive School Climate and Culture	Support schoolwide Positive Behavior Intervention and Supports to ensure a positive school climate and culture. Provide a data management system (Panorama) to track student behavior, provide intervention planning tools for individual students, and progress monitoring tools to determine whether the interventions are supporting students. Incentivize positive behavior through weekly drawings, incentives, and rewards for school competitions. Host assemblies about bullying, social emotional well-being, and other activities that encourage student engagement through bilingualism. Prioritize student activities, clubs, and events to create a sense of belonging for students. Ensure the work environment is collaborative and working with each other toward a common goal and there is time for teachers and associate teachers to collaborate for improved student achievement. Work directly with students and families to increase attendance and reduce suspensions and utilize alternatives to suspensions through the practice of restorative justice practices which may include peer mediation, conflict resolution, restitution, peer tutoring, and incentives for positive behavior.	[$ 0.00]	Yes
2.6	Attendance Support	Implement the Attendance Policies and Tiered Re-Engagement Strategies with fidelity. Tier I strategies targeted all students and included sharing flyers with parents/guardians on attendance expectations, including reminders on attendance in parent/guardian newsletters/updates, and reminders after winter and spring break to return to school. Tier II supports are for students that need a little more attention and support due to being absent with more regularity. Tier II strategies included Voices Dean of Culture monitoring attendance and engagement in a Tiered communications log, regular contact with parents/guardians, and SST meetings to discuss the impact on learning as a result of student absences. Tier III supports are for students demonstrating chronic absenteeism. Students and families received individualized support and modifications. These plans were adjusted for students as needed. Tier III strategies included referring students to outside support and providers, creating specialized student plans for participation, implementing a behavior plan and supporting teachers with strategies to meet students specific needs. Voices will develop a culture of positive on-time attendance five days per week through attendance incentives, positive recognition, and awards to ensure positive daily attendance.	[$ 0.00]	No

2.7	Enrichment Activities (and Advisory Curriculum)	Focus on the social emotional curriculum, strong relationship building, school connectedness, attendance, and engagement to improve behavior, attendance and academic achievement. Ensure consistent, structured programming and opportunities for student choice. Provide enrichment activities and supplies for students to expand arts education, service learning, and physical education (Playworks, dance, ToolBox). Specific focus on developing the middle school Advisory/Student Council called Grupo Estudiantil for Voices Middle School to ensure development of self-management skills, self-regulation, critical thinking to create strong teacher-student relationships outside of core content areas will begin in 2025-26.	[$ 0.00]	No
2.8	Middle School Culture	Beginning in 2025-26, develop policies and procedures specifically for Middle School in order to create a strong middle school culture that will strengthen the unity in the TK-8 school. Topics will include students as role models, behavioral expectations, preparing for high school, requirements to attend activities, etc. Activities will include dances, music at lunch, yearbooks, service to the school, buddies with younger students, school ambassadors, student competitions, grad nite (during the day), promotion, etc. and Responsibilities will be delineated for Grupo Estudiantil and which activities they will plan.	[$ 0.00]	No
2.9	Dean of Culture	Dean of Culture who promotes an engaging, positive and safe school culture and environment that will maintain desired attendance and student engagement. The Dean of Culture will train staff on the use of our social emotional learning supports and oversee enrichment activities and programs at the school. The Dean of Culture will provide parent education workshops.	[$ 0.00]	Yes

2.10	School Counselor	The School Counselor will address the social, emotional health and well-being of students. Provide one on one counseling, small group counseling, social skills groups, student, and family support, and overall support of the school climate and culture. They will support students impacted by trauma, social emotional challenges, and mental health issues. The school counselor will provide professional development to support teachers and staff to increase personal mental health and social emotional well-being to better support students. The school counselor will support the Positive Behavioral Intervention and Supports to ensure a positive school climate and culture by incentivizing positive behavior through Buddies, incentives, and rewards for school competitions. The school counselor will provide resources to students, parents, teachers, and staff on stress management, mindfulness, and restorative justice practices to increase personal mental health and social emotional well-being to better support students who have experienced trauma.	[$ 0.00]	Yes
2.11	Peace Learning Circles (Previously Tribes Learning Communities)	Peace Learning Circles is a process that fosters the development of collaborative and academic skills by creating a caring environment and delivering curriculum content in an active and student centered manner. It combines the tenets of social emotional learning, family learning, restorative practices, and equity learning. The outcome is an on-going goal-oriented process based on sound principles and practices that maximize academic, social and emotional development and learning for students.	[$ 0.00]	No

Goal 3

Goal #	Description	Type of Goal
3	Parent and Community Engagement: Voices' parents/guardians, teachers, staff, and community members will be contributing members of the school community through active engagement, communication, collaboration, and decision-making as partners in education to provide students with a well-rounded education.	Broad

State Priorities addressed by this goal.

3 – Parental Involvement – Efforts the school makes to seek parent input in decision-making; Efforts the Charter School makes to promote parental participation in programs for unduplicated pupils and individuals with exceptional needs
6 - School Climate –Survey of teachers and parents/guardians on the sense of school safety and connectedness

An explanation of why the LEA has developed this goal.

Voices understands the importance of having active and engaged parents, guardians, and community members that support the vision, mission, and plans of the Charter School to ensure students are successful. This can best be accomplished through communication, collaboration, and shared decision making.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Seek parent input & promote parental participation in programs for unduplicated students and students with exceptional needs	Initial Implementation Data Year: 2022-23 Data Source: Dashboard Fall 2023	Pending		Full Implementation and Sustainability Data Year: 2025-26 Data Source: Dashboard Fall 2026	Pending

3.2	English Learner Advisory Committee	Not Yet Available (Total Number per year) Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Number per year) Data Year: 2026-27 Data Source: Local Data	Pending
3.3	Parent Satisfaction with School Program	Not Yet Available (Total Percent Satisfied) 69% of parents/guardians responded favorably Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Percent Satisfied) Data Year: 2026-27 Data Source: Local Data	Pending
3.4	Teacher/Staff Survey	Not Yet Available (Total Percent) Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Percent) Data Year: 2023-24 Data Source: Local Data	Pending
3.5	Parent Education Workshops	Not Yet Available (Total Number per year) Data Year: 2023-24 Data Source: Local Data	Pending		Not Yet Available (Total Number per year) Data Year: 2026-27 Data Source: Local Data	Pending

3.6	Project/Portfolio Presentations	2 per year Data Year: 2023-24 Data Source: Local Data	Pending		2 per year Data Year: 2026-27 Data Source: Local Data	Pending

Insert or delete rows, as necessary.

Goal Analysis for 2024-25

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Overall, the actions were implemented as planned.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

10% variance increase or decrease in Budgeted Expenditures and Estimated Actual Expenditures will be reviewed

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Overall, the actions were effective as planned.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

The goal, actions, and metrics will continue in 2025-26.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Parent and Community Engagement and Advisory	Host schoolwide events and assemblies to showcase student success to include Orientation, Back to School Night, Open House, Literacy Night, Math Night, and other recruitment and engagement events to get families and community members involved with the school. Host Parent-Teacher Conferences to learn about student progress in the classroom. Host cultural events to build stronger relationships between school-home and demonstrate support/respect for diversity within the community. Administer a School Climate Survey annually. Encourage parents to take on additional leadership responsibilities in advisory groups to develop shared leadership and parent governance. Ensure compliant and functioning Parent Advisory Committee and English Learner Advisory Committee ("ELAC") and provide relevant materials and basic hospitality (water, snacks) for these meetings.	[$ 0.00]	No
3.2	Parent Academy	Provide robust parent education through Parent Academy to ensure a partnership in the students' academic success, the importance of student attendance and engagement, taking an active or leadership role in the school, literacy, supporting social emotional and mental health for the family, and access to tools to support student learning at home which will ensure social emotional and mental health well-being for increased student engagement, attendance, connectedness, achievement, and self-esteem. Promote literacy through the Latino Family Literacy Project to empower families to teach and support literacy at home.	[$ 0.00]	Yes
3.3	Parent Communication	Provide consistent communication to students, families, teachers, and staff through the communication application, Parent Square, in English and Spanish. Utilize the website, newsletters, and social media to communicate student events, reminders, recruitment and enrollment.	[$ 0.00]	No
3.4	Comer Juntos	Host monthly gatherings for grade levels after school where families, students, teachers, and staff can share a meal together to break down barriers and celebrate together.	[$ 0.00]	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for [LCAP Year]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$[Insert dollar amount here]	$[Insert dollar amount here]

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
[Insert percentage here]%	[Insert percentage here]%	$[Insert dollar amount here]	[Insert percentage here]%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness

1.5, 1.7, 1.9, 1.10, 1.11	2023 CA Dashboard indicated that Voices students are underperforming in ELA, Math, and Science overall and by significant subgroups. The 2023 Dashboard indicates the English Language Arts performance was Overall “Very Low” – 74.8 points below standard, declined 14.4 points. The following subgroups were “Very Low” – English Learners – 91.1 points below standard, declined 15.2 points, Hispanic/Latinx – 75.2 points below standard, declined 15.5 points; and Socioeconomically Disadvantaged- 76.2 points below standard, declined 9.3 points. The 2023 Dashboard indicates the Math performance was Overall “Low” – 93.6 points below standard, declined 10.8 points. The following subgroups were “Very Low”: English Learners – 102 points below standard, declined 10.6 points, and Socioeconomically Disadvantaged- 104.8 points below standard, declined 17.3 points. The following subgroup was "Low": Hispanic/Latinx – 93.2 points below standard, declined 11.8 points. The 2023 CAST scores for Science in grades 5 and 8 are lower than the State.	Voices is committed to improving student achievement for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, the school will ensure that every classroom has a credentialed teacher who will implement standards using a standards-based curriculum. The teachers, staff, and administrators will receive intensive professional development to increase their ability to support the students. By using evidence based intervention and supplemental materials, students will have the opportunity to accelerate their learning and close the achievement gap that is seen in ELA, SLA, math and science. The primary classrooms will have the support of associate teachers who will support individual and small group interventions in the classroom. With the support of a Student Support Manager, the process of progress monitoring and assigning appropriate interventions will ensure that a robust MTSS program will be implemented with fidelity. The after-school program and summer school will focus on literacy, numeracy, and extended enrichment activities. All these actions will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from these extra academic supports.	1.1 Credentialed Teachers 1.3 Implementation of Standards 1.4 SBAC ELA 1.5 SBAC Math 1.6 CAST Science 1.7 ELA Local Assessment 1.8 SLA Local Assessment 1.9 Math Local Assessment

2.1, 2.3, 2.5, 2.9, 2.10	2023 CA Dashboard indicated that Voices is improving in chronic absenteeism and suspension rates, but in order to ensure students' social emotional health and school connectedness remains high, Voices will continue to prioritize these areas. The 2023 Dashboard indicates the Chronic Absenteeism Rate was Overall "Medium" – 42.1% chronically absent, declined 6.5%. The following subgroup was "Very High" -Students with Disabilities, 56.7% chronically absent, increased 11%. The following subgroup was "High" - Socioeconomically Disadvantaged, 48.5% chronically absent, declined 2%. The following subgroups were "Medium" - English Learners – 40% chronically absent, declined 6.6%, and Hispanic/Latinx –41.5% chronically absent, declined 6.5%. The 2023 Dashboard indicates the following - Suspension Rate was Overall "Very Low" – 0.6% of students were suspended at least one day, declined 1.6%. Students who are suspended multiple times are only counted once. The following subgroups were "Very Low"- Hispanic/Latinx – 0.6% were suspended at least one day, declined 1.6% and Socioeconomically Disadvantaged – 0.9% of students were suspended at least one day, declined 1%. The following subgroup was "Low" English Learners – 1.1% suspended at least one day, declined 1.3%. The following subgroup was "High" Students with Disabilities – 3.1% were suspended at least one day, increased 0.3%.	Voices is committed to improving the attendance rate, reducing the chronic absenteeism rate, and the suspension rate for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, students will extend the learning in the classroom by attending field trips to expose them to real-world applications. Students will be provided with needed school supplies to ensure access at school and home. By creating a positive school climate and culture, students will be excited to come to school and learn in a nurturing school community. The Dean of Culture will provide needed support to students with poor attendance and behavior to overcome barriers to learning and focus on parent education. The School Counselor will ensure a deep focus on social emotional learning and character development through counseling and resources to help students overcome trauma. All these actions will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from increased attendance rate and decreased chronic absenteeism rate and suspension rate.	2.2 Attendance Rate 2.3 Chronic Absenteeism Rate 2.4 Middle School Dropout Rate 2.5 Suspension Rate 2.6 Expulsion Rate 2.7 Broad Course of Study 2.8 Student Surveys on school safety and connectedness

3.2	2023 CA Dashboard indicated that Voices students are underperforming in ELA, Math, and Science overall and by significant subgroups. 2023 CA Dashboard indicated that Voices is improving in chronic absenteeism and suspension rates, but students' social emotional health and school connectedness is dependent on regular school attendance and understanding. Parents must play an active role in the education of the students and in partnership with the school.	Voices is committed to improving the academic achievement in ELA, SLA, Math, and Science attendance rate, reducing the chronic absenteeism rate, and the suspension rate for all students and for significant subgroups (Hispanic/Latinx students, ELs, SWD, and SED students), especially low income students, foster youth, and English Learners. To this end, Voices will provide robust parent education through Parent Academy to ensure a partnership in the students' academic success, the importance of student attendance and engagement, taking an active or leadership role in the school, literacy, supporting social emotional and mental health for the family, and access to tools to support student learning at home which will ensure social emotional and mental health well-being for increased student engagement, attendance, connectedness, achievement, and self-esteem. This action will give priority to low income students, foster youth, and English Learners then will be provided to all students schoolwide as all students will benefit from active parent involvement through parent education and will result in increased academic achievement, increased attendance rate and decreased chronic absenteeism rate and suspension rate.	3.1 Parent Input and Participation 3.2 ELAC Meetings 3.3 Parent Satisfaction Surveys 3.4 Teacher/Staff Surveys 3.5 Parent Education

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
1.3	Increase English Learner Progress Indicator ("ELPI") for all English Learners. The 2023 Dashboard indicates that 46.4% of English Learners made progress toward English Language proficiency or a performance color of "Low" which is a decline of 8.9%. Additionally, many students who have been attending school in the United States for five years have not been Reclassified as Fluent English Proficient.	English Learners have the most opportunity for academic growth as measured by statewide assessment data on the ELPAC. A local needs assessment revealed that the identified students are in more need of high-quality, rigorous, meaningful, engaging instruction in English Language Development. Voices will provide each English Learner with integrated ELD in core content areas. Voices will provide an appropriately credentialed teacher to provide designated ELD daily for 30 minutes to each English Learner in leveled groups using ELD curriculum and monitoring the progress. Additional support will be provided for newcomers and Long Term English Learners. We expect that the ELPAC scores of English Learners to increase because the action focusing on high-quality instruction for the identified students.	1.10 ELPI 1.11 EL Reclassification Rate

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Not Applicable

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	1:16
Staff-to-student ratio of certificated staff providing direct services to students	N/A	1:8

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive Voicess budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).

- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).

    - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).

- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

> Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.

- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;

- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections 52060(g) (California Legislative Information) and 52066(g) (California Legislative Information) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section 47606.5(d) (California Legislative Information) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and

- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see Education Code Section 52062 (California Legislative Information);
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see Education Code Section 52068 (California Legislative Information); and
- For charter schools, see Education Code Section 47606.5 (California Legislative Information).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:

    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
    - Inclusion of metrics other than the statutorily required metrics
    - Determination of the target outcome on one or more metrics
    - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
    - Inclusion of action(s) or a group of actions
    - Elimination of action(s) or group of actions
    - Changes to the level of proposed expenditures for one or more actions
    - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
    - Analysis of effectiveness of the specific actions to achieve the goal
    - Analysis of material differences in expenditures
    - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
    - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive Voicess budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The *LCFF State Priorities Summary* provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
    - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
    - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).

- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: *EC* Section 42238.024(b)(1) (California Legislative Information) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.

- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:

- The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
- The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
  - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
  - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
  - Indicate the school year to which the baseline data applies.
  - The baseline data must remain unchanged throughout the three-year LCAP.
    - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
    - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their

educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.

- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then.	Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. "Effective" means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as "Not Applicable."

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
        - The reasons for the ineffectiveness, and
        - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
    - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
    - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

***Actions for Foster Youth*:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.

- If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:

  - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.

  - These required actions will be effective for the three-year LCAP cycle.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the

identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit Voicesion or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit Voicesion or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.
- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.

- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #**: Enter the LCAP Goal number for the action.

- **Action #**: Enter the action's number as indicated in the LCAP Goal.

- **Action Title**: Provide a title of the action.

- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.

- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.

- If "Yes" is entered into the Contributing column, then complete the following columns:

    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.

    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.

- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."

- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.

- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.
    - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

      For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services

provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
    - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater

than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
    - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
    - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
    - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
    - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
    - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
    - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**

- This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).

- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**

  - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

    The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

  - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2023

Coversheet

Approve Minutes

Section: IV. Consent Items
Item: A. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special Board Meeting on April 22, 2025

APPROVED

Voices College-Bound Language Academies

Minutes

Special Board Meeting

Special Board Meeting

Date and Time
Tuesday April 22, 2025 at 3:00 PM

Location
6840 Via del Oro, Ste. 205 San Jose, CA. 95119
1381 South First St, San Jose, CA. 95110
2675 Middlefield Road, Suite A, Palo Alto, CA. 94306
4313 Miranda Ave., Palo Alto, CA. 94306
225 W. Santa Clara Street, Suite 1500, San Jose, CA. 95113
16 Elston Court, San Carlos, CA. 94070
16990 Barnell Ave., Apt A, Morgan Hill, CA. 95037
40 Henderson, Palo Alto Ca.
2803 S. Norton Ave. LA, CA. 90018
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

Instructions For Presentations To The Board By Parents and Citizens

PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD

At this time, members of the public may address the Board on any issue within the subject matter jurisdiction of the Board that is not listed on this agenda. Members of the public may also address the Board on an agenda item before or during the Board's consideration of the item. Submitted comments may be read into the record to the extent practicable based on factors such as the length of the agenda and available time. Comments received within the window of the board meeting, whether read or not, will be shared with the board and noted in the minutes.
Individual commenters are limited to a single comment per agenda item.
Public comments will be accepted prior to, and during the board meeting, subject to limitations discussed here.
Comments may be read in the order received and will be accepted until each agenda item is heard, acted upon, or the Board President has completed the call for public comment on that agenda item.
Comments submitted during the board meeting but after the agenda item has been called for a vote or has already been completed will not be read publicly but may be entered into the record.
Comments should be 400 words or less and readable within the time allocated for each comment.
These presentations are limited to no more than 15 minutes total and 3 minutes per person. A full comment may not be read if the length of time to read it exceeds the designated limit. No action can be taken on an item, not on the agenda at this time but may be referred to the administration or put on a future agenda.

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1. When addressing the Board, speakers are requested to state their name and address and adhere to the limits set forth.
2. Any public records relating to an agenda item for an open session of the Board that are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 6840 Via Del Oro, Suite #160, San Jose, CA 95119.
3. REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY: Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contacting Felipe Deguer at (510 974-3683)
4. All matters listed under the consent agenda are considered by the Board to be routine and will be approved/enacted by the Board in one motion in the form listed below. Unless specifically requested by a Board member for further discussion or removed from the agenda, there will be no discussion of these items prior to the Board votes on them. The executive director recommends approval of all consent items.
5. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.
6. All time durations are estimates and may run shorter or longer.

Note:
SPANISH TRANSLATION: If you need Spanish audio translation in order to access the Voices Board meeting, please send a request to info@voicescharterschool.com or call Felipe Deguer at (510) 974-3683 at least 24 hours before the start of the meeting. If you would like to make a public

comment in Spanish and would like us to translate to English for the Board, please send a request to credentials@voiceschartersch ool.com or call Felipe Deguer at (510) 974-3683 at least 24 hours before the start of the meeting.

Si necesita traducción de audio al español para acceder a la reunión de la Mesa Directiva de Voices, envíe una solicitud a info@voicescharterschool.com o llame a Felipe Deguer al (510) 974-3683 por lo menos 24 horas antes del inicio de la reunión. Si desea hacer un comentario público en español y desea que lo traduzcamos al inglés para la Mesa Directiva, envíe una solicitud a info@voicescharterschool.com o llame a Felipe Deguer al (510) 974-3683 por lo menos 24 horas antes del inicio de la reunión.

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

Directors Absent
None

Guests Present
A. Ramirez, Elizabeth Sanborn (remote), F. Deguer, J. Mata (remote), maricruz (remote)

I. Opening Items

A. Record Attendance

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 Tuesday Apr 22, 2025 at 3:06 PM.

C. Public Comments

No Public Comments were received.

II. Approval of resolution and ratification of execution.

A. Approval of resolution and ratification of execution.

A. Miller made a motion to Approve the resolution and ratification.
D. Koren seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

D. Koren	Aye
J. Nguyen	Aye

Roll Call

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

III. Approval of reimbursement resolution.

A. Approval of reimbursement resolution.

A. Miller made a motion to Approve reimbursement resolution.
D. Koren seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

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

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 3:23 PM.

Respectfully Submitted,
A. Miller

Coversheet

Approve Minutes

Section: IV. Consent Items
Item: B. Approve Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Meeting on March 6, 2025

APPROVED

Voices College-Bound Language Academies

Minutes

Board Meeting

Date and Time
Thursday March 6, 2025 at 3:00 PM

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
At this time, members of the public may address the Board on any issue within the subject matter jurisdiction of the Board that is not listed on this agenda. Members of the public may also address the Board on an agenda item before or during the Board's consideration of the item.
Submitted comments may be read into the record to the extent practicable based upon factors such as the length of the agenda and available time. Comments received within the window of the board meeting whether read or not, will be shared with the board and noted in the minutes.
Individual commenters are limited to a single comment per agenda item.
Public comments will be accepted prior to, and during the board meeting, subject to limitations discussed here.
Comments may be read in the order received and will be accepted up to the point each agenda item is heard, acted upon or when the Board President has completed the call for public comment on that agenda item.
Comments submitted during the board meeting but after the agenda item has been called for a vote, or has already been completed will not be read publicly, but may be entered into the record.
Comments should be limited to 400 words or less, and will need to be readable within the time allocated for each comment. These presentations are limited to no more than 15 minutes total and 3 minutes per person. A full comment may not be read if the length of time to read the

comment exceeds the designated limit. No action can be taken on an item not on the agenda at this time but may be referred to the administration or put on a future agenda.

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1. When addressing the Board, speakers are requested to state their name and address and adhere to the limits set forth.
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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.
5. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.
6. All time duration are estimates and may run shorter or longer.

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

Directors Absent

None

Guests Present
A. Ramirez, F. Deguer

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 Thursday Mar 6, 2025 at 3:00 PM.

C. Approve Order of Agenda

Servando Made Motion And Pedro Second.
Members remote sickness.

Rode calls to accept the motion, and the Motion passes unanimously. Remotes are part of the meeting.

Remove Item IV. B. Vote: Approve the agenda without the item. It will go to the Committee before and after it will be on the next agenda item. Servndo Motioned second Pedro. unanimously

Alice join the 3:08 pm

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

One Public Comment from WCC Check Anna Suaso.
Felipe will Translate the public comment and Alice will reach out to staff to follow up.

II. Consent Agenda

A. Approve Minutes

A. Miller made a motion to approve the minutes from Special Board Meeting on 01-22-25.
S. Sandoval seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. Approve Minutes

A. Miller made a motion to approve the minutes from Board Meeting on 12-12-24.
S. Sandoval seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. Approve Contracts

A. Miller made a motion to approve the contracts on the agenda from Board Meeting 03/03/2025. S. Sandoval Second.

D. Contract Ratification

A. Miller made a motion to approve the contract Ratification from the agenda item from Board Meeting 03/03/2025. S. Sandoval Second.

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

A. Miller made a motion to approve the Decalration of Needs on the agenda from Board Meeting 03/03/2025. S. Sandoval Second.

III. Board Business

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

B. Fleming went through the updates.
D. Koren made a motion to Approve 24-25 Second Interim Financials.
P. Carreño seconded the motion.
All sites were approved one by one.
The board **VOTED** unanimously to approve the motion.

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

C. Approve the 2025-2026 Academic Calendars

P. Carreño made a motion to Approve Calendars.
S. Rocha seconded the motion.
The board **VOTED** unanimously to approve the motion.

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

K. Wisckol made a motion to Approve Instructional Minutes.
S. Sandoval seconded the motion.
The board **VOTED** unanimously to approve the motion.

E. Committee Updates

E. Aguilar presented some slides to share the academic updates.

F.

Voices Safety Plan Update

This Safty Plan needs to be a Voted item on the Agenda; It will be added to the next agenda; J. Mata explained the content ahead.

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

S. Sandoval made a motion to Approve the calendar.
P. Carreño seconded the motion.
Alice expressed some thoughts but no concerns, Dena suggested that this be sent to our auditors.
The board **VOTED** unanimously to approve the motion.

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 5:06 PM.

Respectfully Submitted,
S. Sandoval

Coversheet

2025-2026 Family Handbook

Section: IV. Consent Items
Item: C. 2025-2026 Family Handbook
Purpose:
Submitted by:
Related Material: Voices 25-26 Family Handbook Revised.pdf

Voices College Bound Language Academies
2025-2026 Family Handbook

www.voicesacademies.org

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

Revised: 05.2025

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Voices College-Bound Language Academies reserves the right to amend, delete or otherwise modify these policies at any time.

I. Welcome to Voices College-Bound Language Academies General Information

Welcome Statement!

On behalf of the Voices principals, teachers, staff, families, students, and Board of Directors, we would like to **WELCOME** you and your child to a community of learners in pursuit of an excellent education for all students. Voices College-Bound Language Academies ("Voices," "Charter School," or "Academies") is a network of schools based on the belief that ALL children can achieve at high levels and we look forward to working and learning and teaching with you. We deeply value the commitment you have made to send your child to a school of choice and to be a part of the Voices Community.

Handbook Use and Purpose

This handbook is designed to help family members and students get acquainted with Voices. It explains some of our philosophies, beliefs, structures, rules, procedures, and policies. Although this Handbook is not intended to be an official policy manual, we hope that it will serve as a useful reference to you while your child is enrolled at Voices. You may request copies of official policies at the office or view them online at our website.

As part of their responsibility, students and parents/guardians are expected to know and abide by the school rules and procedures found in this handbook, the code of conduct, and other information provided by the school and classroom teachers. All school rules apply not only during the time classes are in session, but also while students:

- Are going to or returning home from school;
- Before and after school while on school campus; and/or
- At any school-sponsored function or activity

Vision and History of Voices

The vision of Voices was born out of the belief that every child has the right to an excellent education. Starting with a core group of educators committed to educational equity, we dedicated two years to planning the design and implementation of the school. Voices was first approved by the Franklin McKinley School District in March 2006. We opened our doors to 110 children in September of 2007. In 2015, Voices opened two new campuses in Morgan Hill and Mount Pleasant. Voices West Contra Costa opened in 2018 and in 2020 Voices Stockton opened. Some of our accomplishments include:

- Innovate Public Schools' Report Top Bay Area Public Schools for Underserved Students (2016-2019)
- Hart Vision Charter School of the Year Award (2015)
- State Title I Academic Achievement Award (2014)
- California Distinguished School (2012)

Charter Schools

Charter schools are nonsectarian public schools of choice that operate with freedom from many of the regulations that apply to traditional public schools. The "charter" establishing each such school is a performance contract detailing the school's mission, program, goals, students served, methods of assessment, and ways to measure success. The length of time for which charters are granted in California is typically five (5) years. At the end of the term, the entity granting the charter may renew the school's contract. Charter schools are accountable to their

authorizer to produce positive academic results and adhere to the charter contract. The basic concept of charter schools is that they exercise increased autonomy in return for this accountability. They are accountable for both academic results and fiscal practices to several groups: the authorizer that grants them, the parents/guardians who choose them and the public that funds them.

School Hours

Voices College-Bound Language Academies are in session from 8:00 a.m. – 4:00 p.m. everyday unless otherwise noted. Minimum day schedules are from 8:00-12:30. Students are expected to leave campus immediately upon dismissal unless specifically permitted to stay by a staff member for a school program, school activity or for disciplinary reasons.

School Office/Locations

The school office is open from 7:45 A.M. to 4:30 P.M. on regular school days and until 1:00 P.M. on minimum days.

Voices Mount Pleasant 14271 Story Rd., San Jose, CA 95127 (408) 571-6404	Voices West Contra Costa 201 28th St. Richmond, CA 94804 (510) 480-0540	Voices Morgan Hill 16505 Monterey Rd. Morgan Hill, CA 95037 (408) 791-1700
Voices “Flagship or Franklin McKinley” 715 Hellyer Ave San Jose, CA 95111 (408) 361-1960	Voices Stockton 321 E Weber Ave Stockton, CA 95202 (209) 942-1160	

Lost and Found

Any items found at the school site should be taken to the lost and found bin so the items can make their way back to their owner. The lost and found will be cleaned out regularly and items that are not claimed will be donated or discarded. All items brought to school by students including jackets, lunch bags, etc., should be clearly labeled with the child’s name. The school is not responsible or liable for any lost or stolen items.

Independent Study (“IS”)

Charter School may offer independent study (“IS”) to meet the short- or long-term educational needs of pupils enrolled in the Charter School. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

No student is required to participate in IS. When possible, parents are to request IS no fewer than five (5) school days prior to the desired start of IS. In an extenuating circumstance (e.g., a serious illness, injury or family emergency), and with School Leader approval, a certificated staff member/teacher may work with the parent to implement IS in an expedited manner.

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

Instances of when to provide IS:

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

Students with Disabilities
Students with disabilities may participate in IS if their IEP team makes the decision that they can receive a Free and Appropriate Education ("FAPE") in that setting and it is documented in the student's Individualized Education Program ("IEP").

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

II. Instructional Program

Books/School Materials

Voices students are responsible for the proper use and care of all school equipment and property, including books and other instructional materials.

Availability of Prospectus

Upon request, the Charter School will make available to any parent or legal guardian, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

Class Placement

At the beginning of each school year, students are assigned classes. These assignments remain tentative until enrollment stabilizes; a process that can take several weeks. Voices **will not** consider specific requests for placements due to class size and location constraints.

Workplace Readiness Week and Work Permits

Beginning August 1, 2024, any minor seeking the signature of a Charter School verifying authority on a Statement of Intent to Employ a Minor and Request for a Work Permit-Certificate of Age will be issued, before or at the time of receiving the signature of the verifying authority, a document clearly explaining basic labor rights extended to workers. An infographic explaining these rights is available at: https://laborcenter.berkeley.edu/wp-content/uploads/2024/05/Know-Your-Rights-FINAL.pdf

Homework Policy

Research suggests that study skills are important indicators of success in school and enable us to continue learning beyond our classroom experience. At Voices, we believe that homework is an essential opportunity for students

to practice skills they have been taught during school. The more confident and comfortable students are with their skills, the more they can contribute and progress with their learning. At Voices, homework assignments are meaningful and developmentally appropriate. Parents/guardians are responsible for monitoring homework assignments for their child. Students will be assigned homework by the child's teacher at least four days per week and will be differentiated to meet individual student's needs. These expectations are designed to set our students up for success.

Each child should attempt to complete homework independently, but may need assistance. If your child needs assistance, **please do not do their homework for them**. As a parent/guardian, guide your child in doing the best that they can, allowing them to do their own work. Please teach your child to be responsible for asking for help at school if an assignment is not clear, so that lack of understanding does not keep the student from attempting to do their homework once at home. Contact your child's teacher with questions about homework.

Help your child establish a suitable time and quiet, well-lit place for home study to help them "get into the habit" of studying each day. Also help your child organize school materials by creating a set place at home for Homework.

In order to maintain academic progress over long breaks, students are expected to read, write, and do mathematics daily during vacations. Students will receive explicit homework expectations and consequences for not completing homework satisfactorily.

Transitional Kindergarten through Fifth Grade
Homework in the early years is set according to the age and ability of the student. Teachers assign homework to reinforce the important skills and habits that students are learning at school. We believe that homework serves two primary purposes in the early grades. Homework can:

- Build responsibility in children
- Provide opportunities for extra, repeated practice of skills

Please speak with your child's teacher if your child is experiencing any difficulties with the homework assignments.

Middle School Homework
There is a great deal of subject matter and skills to cover in middle school. Therefore, teachers will assign homework daily, unless otherwise noted. Homework is extremely important and there are clearly defined consequences for students who do not accomplish the assigned tasks each night. We expect students to share with their parents/guardians what they are learning.

Consequences
When homework is not completed, consequences will be enforced as outlined below in Consequences for Violations of Policies. Incomplete homework is excused only with appropriate documentation from a parent/guardian or a caregiver, indicating that illness or other circumstances prevented the student from completing their homework. **If a student is struggling to complete homework because of the difficulty of the work, please contact your child's teacher to schedule a conference.**

State Testing

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

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

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

CAASPP: Smarter Balanced Assessments for English Language Arts/Literacy ("ELA") and Math
Who takes these tests? Students in grades 3–8 and grade 11.
What is the test format? The Smarter Balanced assessments are computer-based.
Which standards are tested? The California Common Core State Standards.

CAASPP: California Alternate Assessments ("CAAs") for English Language Arts ("ELA") and Math
Who takes these tests? Students in grades 3–8 and grade 11 whose Individualized Education Program ("IEP") identifies the use of alternate assessments.
What is the test format? The CAAs for ELA and math are computer-based tests that are administered one-on-one by a test examiner who is familiar with the student.
Which standards are tested? The California Common Core State Standards through the Core Content Connectors.

CAASPP: California Science Test ("CAST")
Who takes the test? Students take the CAST in grades 5 and 8 and once in high school, either in grade 10, 11, or 12.
What is the test format? The CAST is computer-based.
Which standards are tested? The California Next Generation Science Standards ("CA NGSS").

CAASPP: California Alternate Assessment ("CAA") for Science
Who takes the test? Students whose IEP identifies the use of an alternate assessment take the CAA for Science in grades 5 and 8 and once in high school, either in grade 10, 11, or 12.
What is the test format? The CAA for Science is a series of four performance tasks that can be administered throughout the year as the content is taught.
Which standards are tested? Alternate achievement standards derived from the CA NGSS.

ELPAC
Who takes the test? Students who have a home language survey that lists a language other than English will take the Initial test, which identifies students as an English learner student or as initially fluent in English. Students who are classified as English learner students will take the Summative ELPAC every year until they are reclassified as proficient in English.
What is the test format? Both the Initial and Summative ELPAC are computer-based.
Which standards are tested? The 2012 California English Language Development Standards.

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

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

Physical Fitness Test

Who takes the test? Students in grades 5, 7, and 9 will take the FITNESSGRAM®, which is the test used in California.
What is the test format? The test consists of five performance components: aerobic capacity, abdominal strength, trunk strength, upper body strength, and flexibility.
Which standards are tested? The Healthy Fitness Zones, which are established through the Fitnessgram®.

Multi Tiered Systems of Support ("MTSS")

Parents/guardians want to see their child excel, and it can be very frustrating if a child falls behind in reading, math, writing, and other subjects, or if the child has difficulty getting along with others or making appropriate choices.

MTSS is a process that provides intervention and educational support to all students at increasing the level of intensity based on their individual needs. The goal is to prevent problems and intervene early so that students can be successful. Voices' MTSS process has three tiers that build upon one another. Each tier provides more intensive levels of support:

- **Tier I includes high quality instruction.** Voices provides all students with access to high quality curriculum, instruction, and behavior support in the general education classroom.
- **Tier II includes additional targeted, supplemental instruction/interventions.** Voices provides intervention to small groups of students who need more support than they are receiving through Tier I.
- **Tier III includes intensive interventions.** Voices develops and implements interventions to meet the individual needs of students.

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

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

Student Progress

The Governing Board expects students to progress academically and reach benchmark goals through each grade level within one school year. To accomplish this, instruction will accommodate individual students and include strategies for addressing academic deficiencies when needed. Students shall demonstrate mastery of the State adopted grade level standards and Voices Benchmarks. As early as possible in the school year, the Principal shall identify students who should be retained and who are at risk of being retained. Using multiple measures of assessment, students shall be identified on the basis of Voices performance levels in reading/language arts and mathematics.

When a student is recommended for retention or is identified as being at risk for retention, the Principal shall (1) provide opportunities for supplemental instruction to assist the student in overcoming their academic deficiencies and (2) provide a process and timeline for parent notification. Supplemental opportunities may include, but are

not limited to intervention classes, after-school programs, summer school, and intersession programs. When high academic achievement is evident, the Principal may recommend a student for acceleration into a higher-grade level. The Principal, the teacher and the parent will take a student's social and emotional growth into consideration in making the determination to accelerate a student. Students who do not progress adequately may be retained at the discretion of the teacher and principal based on a student's grades, standardized test scores, attendance, homework completion record, and other measures with input from the classroom teachers, parents, and administration.

Students who apply for admission to Voices will initially be placed at the grade level they have reached elsewhere pending observation and evaluation of their academic, social and emotional performance by their teachers and principal.

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

Teacher Qualification Information

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

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

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

Credentialing Specialist
6840 Via Del Oro #205
San Jose, CA 95119
408-791-1609
credentials@voicescharterschool.com

Backpacks

Voices students in grades Transitional Kinder (TK) - Fifth (5th) grade are permitted to bring a **small book bag** to carry books, school family communication, etc. Voices students in grades Sixth (6th) - Eight (8th) grade are permitted to bring **a solid black backpack** to carry their textbooks.

Field Trips

All field trips are regarded as enrichment activities and therefore a privilege - not a right. Students that have not earned the right to attend a field trip because of disciplinary infractions, including suspensions, are required to attend school and shall engage in comparable academic/ educational activities.

All field trips require a separate signed permission slip. Permission received by telephone is not permitted. If a student does not have written permission, they will remain in a supervised area/classroom at Voices and participate in an alternative educational activity until the class returns from the trip. Students are expected to travel to and from the field trip with the staff responsible for the trip. Students will not be permitted to leave the field trip group during the trip. Siblings who are not enrolled/participating in the trip in their own right are not permitted on field trips.

Safety of all children is a top priority at Voices. For field tips, children must be able to behave safely and follow the teacher's instructions. Children must demonstrate a consistent ability to follow adult direction before they can participate in activities. If there is a concern about a child's safe behavior during a field trip, the teacher may require the student to have a parent chaperone or ask that the student not participate in the activity. If a student with special needs is unable to attend a field trip for safety or disciplinary reasons, the school must hold an SST, 504, or IEP meeting to have the team agree that it is unsafe for the student to participate. The school will make every effort to support the student - such as bringing extra chaperones, assigning them a 1:1 aide for the day, etc.

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

Sexual Health Education

Voices offers comprehensive sexual health education to its students in grades 5 and 7. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active parental consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Parents/guardians may:

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

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

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

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

III. Student Conduct Expectations

The goals of the Family, School, and Student Policies at Voices are to ensure safety in the school environment and to optimize each child's learning. Therefore, Voices has developed policies that have very clear consequences for students and families. The policies lay out the expectations for students who attend Voices and the consequences for what occurs when these policies are violated. In general, behavior is considered appropriate when students are diligent in study, organized, neatly dressed, careful with school property, respectful towards their teachers, and courteous to other students, staff, and volunteers.

Dress Code

Voices recognizes the need for students to dress appropriately for school. Voices believes that students should focus their energy and attention on their academic development and not on style or the clothes of their peers. In addition, dress code is important to school pride and safety because it fosters a sense of belonging and students in uniform are easily recognized by all school staff.

Students will be required to wear a school uniform. At the beginning of each school year, each family, returning and new, will receive 2 (two) free polo shirts with the Voices logo according to the grade level in which they are enrolled. Inappropriate apparel and accessories include clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment. Students who repeatedly violate the School Dress Code may be subject to discipline, not including suspension or expulsion.

Description of Uniform:

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

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	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.

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

Classroom Electronic Devices/Internet Access

Electronic devices, printers, and the internet may be available to students. Internet access allows for expanded and global educational opportunities for students. However, access to the Internet via Voices equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. Students have a duty to use Voices equipment and resource networks only in a manner specified in Voices' Internet Policy. In addition, students may not:

1. Post on social media, newsgroups or other message posting systems any communication containing profanity, racially disparaging remarks, or lewd and/or obscene language.
2. Use speech that is not appropriate for an educational setting. Examples of speech that is not appropriate for an educational setting includes, but is not limited to, inflammatory language, profanity, personal attacks, harassment, threats to do personal harm or other criminal activity, and language that is intended to be racially derogatory.
3. Make threats against others.
4. Reveal personal information about others.
5. Use email to send chain letters or "spam" email to a list of people or to an individual.
6. Place illegal information on the Internet, nor will students use the Internet in any way that violates federal, state, or local law.
7. Engage in communications that are not polite and respectful of others.
8. Give out to any other Internet user or post on the Internet Voices or their name, address, or telephone number unless expressly authorized by Voices in writing.
9. Use the Internet to perform any illegal act or to help others perform illegal acts.
10. Use the Internet to access obscene materials or images or access any Internet site
11. Will not access any site, which requires the student to state that they are eighteen years of age or older as a condition of accessing the site.
12. Use the Internet to buy or sell, or attempt to buy or sell, any service or product unless authorized by Voices in writing.
13. Make any statement or post any communication on the Internet about another person that the person knows or suspects to be untrue.

Electronic devices, Internet access networks, and email accounts are owned by Voices and provided to students for educational purposes. Voices reserves the right to access stored computer records to assure compliance with Voices' Internet Policy. Communication over Voices owned networks is not private and email and records of Internet activities will be accessed by Voices under, but not limited to, the following circumstances:

1. Routine system maintenance.
2. General inspection or monitoring, with or without notice to students, if there is suspicion of widespread inappropriate use.
3. Specific review of individual files or monitoring of individual activity, with or without notice to student, if there is suspicion that student is engaging in inappropriate use.

Students who violate this Agreement will be subject to discipline, which may include appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws. Voices reserves the right to fashion penalties to specific concerns or specific violations, and the student may receive penalties less than full termination of Internet or email privileges. Such penalties may include, but are not limited to, restricted access to Internet or supervised access to Internet and email. Voices will contact the proper legal authorities if Voices concludes or suspects that the student's Internet activity is a violation of any law or otherwise constitutes an illegal activity.

A signed Acceptable Use Agreement must be on file before a child may explore the internet and use electronic devices.

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

Attendance

At Voices, we view every day as an essential learning opportunity. Research suggests that students who attend school regularly achieve at significantly higher levels and are more likely to be eligible to attend college than students who are absent excessively. The importance of regular attendance cannot be overemphasized. Therefore, **we expect excellent attendance from all of our students.** Missing school regularly or parts of the day, not only is detrimental to a child's learning, but also can create poor learning habits. In addition, a child's poor attendance is detrimental to Voices. For every day a child does not attend, Voices loses vital state funds that help to run the educational program at school. The state considers a child absent when they are not in school regardless of the reason surrounding the absence.

Arrival

It is encouraged that students arrive no earlier than 7:30 AM. During fair weather there is an outdoor lineup for all grades in front of their classroom. During bad weather such as moderate to heavy rain or extremely cold days (below 50 degrees), the doors will be open at 7:30 AM and early arrivals to the school site must go directly to their class. Please make sure that your child enters the school site safely and that they are supervised as they are crossing streets, etc. Remind your child to remain in supervised areas. Do not allow children to cross the street alone or between cars. **Please follow the instructions of the drop-off and pick-up map from your student's school site, for instructions on where you can park or drop-off your child. Instructions specific to each site will be sent via ParentSquare.**

Dismissal

The regular instructional day ends at 4:00 P.M. for all Voices sites. Students must be picked up promptly. At dismissal time, Traditional Kindergarten ("TK") & Kindergarten students must be picked up by the parent/guardian or an adult authorized by the parent/guardian. If the TK or Kindergarten child is walking home without the direct supervision of an adult, Voices must have written parental authorization to release the child to go home. All other students will be released according to the pick-up process. Please arrange for an alternate person to pick them up in case of weather, traffic, personal or work-related events, or other emergency. Any students not picked up by 4:30 PM, will wait in the office where a parent/guardian must physically come inside to collect their student.

First Days of School

Often the first day of school can be stressful for both students and parents. We want to encourage the independence of each child, but at the same time want to value the needs of your child. We encourage you to do everything possible to help your child feel comfortable and safe in their new school environment. At the same time, we need parents/guardians to recognize that leaving the school site and allowing the classroom teacher and

other students to participate in the inclusion process helps with a child's transition. On the first day of school, you will be expected to leave your child in the care of the teacher and Voices staff. While some students may cry, teachers are accustomed to supporting students in this situation and will settle, comfort, and distract your child. **Only with the Principal's approval, and under extenuating circumstances, will parents/guardians be allowed to remain on campus during the first days and weeks of school.**

Emergency Release from School

In case of an emergency, your child will only be released into the custody of the individuals identified on the student's emergency card. Proof of identification will be required. **Those NOT identified on the emergency card can only pick up a child if the parent or guardian calls Voices notifying Voices of this person's identity; proof of identification will be required.** Voices reserves the right to call the parents/guardians of the child to confirm anyone who comes to pick up their child.

Leaving School During the Day

It is encouraged that you make appointments and schedule family business outside of school hours, **but if you must, please schedule appointments late in the afternoon**. If you pick up your child for an appointment during the school day, please notify the office. Please do not pick up your child early for any other reason as they lose valuable instructional time. **Unexcused early pick-ups of thirty (30) minutes or more may constitute an unexcused absence per the Attendance Policy. Voices will not pull out students from class until parent arrives for an early pick up.**

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

If a child is sick and cannot participate at school or has a communicable illness, it is probably best for the child to stay at home to rest and recover. Students are required to make up any and all work missed during their absence. Students/parents/guardians are responsible for contacting teachers for making up work missed during any absence, regardless of the reason. In order to participate in any extra-curricular, after school, or evening activity, students must be present at school the entire day, and may not leave school before the regular dismissal time without prior approval of an administrator.

Excused Absences and Verification of Absence

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

Parents/guardians are required to notify the Voices office promptly if your child has a communicable disease so that we can notify other parents/guardians, if necessary. A parent or guardian must notify the school the **same day** of absence by telephone, letter, fax, email, or in person. Please do your best to inform us of an absence by 8:30 a.m. If the school is not notified and the student does not report to school the next day with a note, the absence will be considered unexcused (see below).

Tardies

All students are expected to arrive at school on time. Like absences, tardiness disrupts learning and negatively impacts student achievement. A student is considered tardy if they are not in class when the class begins. **A student must report to the Voices office if they are late for school to receive a pass.**

Truancy

Students shall be classified as truant if absent from school without a valid excuse three (3) full days in one school year, or tardy or absent for more than any thirty (30) minute period during the school day without a valid excuse on three occasions in one school year, or any combination thereof. Such students shall be reported to the Principal or designee to initiate the truancy process. When the student's attendance problems cannot be resolved in accordance with the Attendance Policy or the student and parent/guardian have failed to respond to directives to correct the problem, a student who has been classified as truant may be involuntarily removed pursuant to the process below, referred to the district attorney or probation officer for truancy mediation. Further, the School Attendance Review Team or probation officer may request a juvenile court petition on behalf of the student.

Lost or Damaged School Property

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

Non-School Property

Personal property not related to the school's programs should not be brought to school and this includes cell phones, apple watch, Airpods, toys, handheld devices such as video games, etc. **If you insist that your child bring a cell phone to school, it must be checked in at the office upon arrival and picked up after dismissal each day.** If a student fails to check in their cell phone at the beginning of the day and is caught with it during school hours, cell phone will be confiscated. The school is not responsible or liable for any lost or stolen cell phones that are not turned into the office at the beginning of the day. If they are brought to school, toys, balls, iPODS, or electronic games, etc. will be confiscated and returned to the child's parent/guardian at the end of the school day or another appropriate time. Items may be held until the end of the week if a student repeatedly brings an unauthorized item to school.

Campus Search and Seizure

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

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

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

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

Consequences for Violation of Policies

Character Violation

If a student violates any school rule or policy, they may be referred to the office at the discretion of the teacher or employee working with the child. Depending upon the specific circumstances surrounding the student's behavior, a student may remain in the office for a "time out" period, and an appropriate consequence will be devised. An age appropriate time limit will be considered when assigning a "time out" to allow students an opportunity to re-regulate prior to returning to class. Students are expected to perform community service or serve detention as assigned. Community service or detentions may be directed to be served after school, or on Saturdays. Failure to do so may result in further disciplinary action. When possible, students and parents/guardians will be given at least one day's notice of detention or community service.

Any one or combination of the following consequences may be administered at the administrator's discretion based on the frequency and severity of student behaviors *(This is not an exhaustive list.)*

- Think-it-Through Sheet
- Time out (break to re-regulate)
- Loss of privilege (recess, enrichment, field trip, etc.)
- Recess restrictions- Teachers and administrators may not restrict a student's recess time unless there is an immediate threat to the physical safety of the student or the physical safety of one or more of the student's peers.
- Parent-Administrator conference
- Behavior contract
- Buddy room
- Community Service- contribute to or assist members of the school community
- Restorative justice: Righting wrongs or restitution (may include parent/guardian meeting)
- Cocooning- limited autonomy and gradual earning back of privileges
- Home visit
- Student Success Team ("SST") referral
- Providing or recommending parenting classes/support
- County nurse referral
- Other social services/mental health/counseling referral

Character Violation

Student Name:_____

Date:_____ Time:

□ Classroom □ Outside

Violation of the following character trait:

□ Trustworthiness □ Fairness

□ Respect □ Responsibility

□ Citizenship □ Caring

Explanation:_____

_____

_____

Staff Signature:_____

Student Signature:_____

Parent/Guardian Signature:_____

Character Counts! Tickets

Character Counts! Ticket

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

(staff - circle those that apply)

Sí Se Puede Attitude In Lak'Ech Scholarship Activism

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

Caring Responsibility Fairness
Respect Trustworthiness Citizenship

Name of Student:_____

Staff Member: _____

Explanation:_____

_____

All Voices staff will have Character Counts! Tickets that they may hand out to students that they observe acting in a way that is consistent with one of Voices' Character Traits. Staff have high expectations for how Voices expects these traits to be exemplified. Staff will use this as a learning opportunity and have other kids learn the expectations by making these acts public. Students holding these tickets will be entered in a raffle for recognition

at Plaza Comunitaria. Students should receive the white copy of the Character Counts! Ticket as a form of immediate praise and acknowledgement and something they can share with their parent/guardian. Staff retain the yellow copy to place into the raffle.

Guiding Principles, Personal Rights and Conflict Resolution

The goal of any disciplinary actions at Voices is to ensure the school is a safe and nurturing community so that all students have the opportunity to learn. Our policies ensure student and adult safety at all times.

In addition to the rules and consequences, Voices utilizes a set of beliefs and values – what we call our Guiding Principles – to help us define how we (students, teachers, family members, community members) interact and work with one another. Action that does not exemplify the Guiding Principles is harmful to student goals and community cohesion.

There are three Guiding Principles which taken together represent the expected behaviors of a Voices community member. Each principle is defined by a set of ideals. Community members are expected to strive for the ideals of each principle in their daily interactions and students are held accountable to the Guiding Principles throughout their entire Voices experience. The three principles are listed below.

Personal Responsibility

Teachers, parents/guardians and students will be held up to the highest expectations of personal responsibility. The saying “No Excuses” will influence our practice. Although times may be trying and outside influences seem overwhelming, we will look within ourselves to take responsibility for our actions. For instance, teachers will not make excuses for low achievement, students will not make excuses for lack of effort, and parents/guardians will not make excuses for truancy. Only then can we move forward and make positive change. Likewise, all stakeholders will understand that they have a personal responsibility to help others and to share their expertise and talents with others.

Absolute Determination

We each will look within ourselves to overcome obstacles. Taking into account that many Voices' students and families may face adversity, they will discover that through perseverance these challenges can be overcome. Students will understand that nothing is beyond their reach. They all have potential; they only need apply the effort to make their dreams reality.

Community

Voices is a community. Together parents/guardians, teachers and students will accomplish great feats. The notion that despite our differences and diversity, we are all moving towards the same vision of high student achievement will unite us. For instance, to achieve the Voices’ mission, teachers will work collaboratively, parents/guardians and teachers will work as partners, and students will support each other.

Violations of Guiding Principles

Since Voices is a learning community, it is the Charter School’s priority to view any violation of a Guiding Principle as both a conflict to be resolved and as learning experience for the person who has violated the principle. The appropriate action for a violation of the Guiding Principles will be determined during conflict resolution.

Personal Rights

All students will be held accountable to respect our five Personal Rights:

- Right to feel safe
- Right to learn

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- Right to celebrate one's accomplishments
- Right to be heard
- Right to by yourself

If a member of the Voices community witnesses behavior that they believe to be in violation of the Guiding Principles or their Personal Rights, the involved parties should use the Voices Conflict Resolution Guidelines to resolve the matter. If the dialogue fails to resolve the matter, the following steps may be taken:

- The student's teacher or school administrator will be notified and may mediate a conversation between parties.
- A parent/guardian may be notified and asked to attend a conference with all involved parties.

IV. Student/Family Rights and Complaint Procedures

Nondiscrimination Statement

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

The Charter School Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status group. The Charter School Board of Directors shall not adopt or approve the use of any textbook, instructional material, supplemental instructional material, or curriculum for classroom instruction if the use of such would subject a student to unlawful discrimination pursuant to Education Code section 220.

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

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

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

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

Revised: 05.2025

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability).

The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation.

The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender.

Pursuant to California law and the California Attorney General's guidance to K-12 schools in responding to immigration issues ("Guidance"), Charter School provides equal access to free public education, regardless of a student's or their parent's or guardian's immigration status or religious beliefs. The complete Guidance, including *Appendix G – Know Your Rights* can be reviewed via the following link: https://oag.ca.gov/sites/all/files/agweb/pdfs/bcj/school-guidance-model-k12.pdf

The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures ("UCP") Compliance Officer:

Chief Executive Officer
6840 Via Del Oro #205
San Jose, CA 95119
408-791-1609

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

Student Records, including Records Challenges, Directory Information, and CCGI Notice

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

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

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

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

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

One exception, which permits disclosure without consent, is disclosure to Voices officials with legitimate educational interests. A Voices official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Voices' Board of Directors. A Charter School official also may include a volunteer, consultant, vendor, or contractor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, therapist, or contracted provider of digital educational platforms and/or services; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another Charter School official in performing their tasks. A Voices official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

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

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

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

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

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

FERPA permits the disclosure of PII from a student's education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures

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

1. Voices officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
2. Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, Voices will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. Voices will make a reasonable attempt to notify the parent or eligible student of the request for records at the parent's or eligible student's last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, Voices will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for a hearing;
3. Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
4. Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
5. Organizations conducting certain studies for Voices in accordance with 20 U.S.C. § 1232g(b)(1)(F);
6. Accrediting organizations in order to carry out their accrediting functions;
7. Parents/guardians of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
8. Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
9. Persons who need to know in cases of health and safety emergencies;
10. State and local authorities, within a juvenile justice system, pursuant to specific State law;
11. A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and parents/guardians, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by Voices; and/or
12. A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by Voices with respect to that alleged crime or offense. Voices discloses the final results of the disciplinary proceeding regardless of whether Voices concluded a violation was committed.

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

1. A student's and parents'/guardians' names
2. A student's and parents'/guardians' address
3. Telephone listing
4. Student's and parents'/guardians' electronic mail address
5. Photograph /video
6. Date of birth
7. Participation in officially recognized activities and sports
8. Dates of attendance
9. Degrees, honors, and awards received
10. Goals attained
11. The most recent educational agency or institution attended by the student
12. Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

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

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

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

Voices Morgan Hill
Principal
16505 Monterey Rd. Morgan Hill, CA 95037
408-791-1700

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

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

Please note that data collected and reported by Charter School to the California Longitudinal Pupil Achievement Data System ("CALPADS"[1]) pursuant to state law, will be shared with the California College Guidance Initiative ("CCGI"[2]) and will:

1) Be used to provide pupils and families with direct access to online tools and resources.
2) Enable a pupil to transmit information shared with the CCGI to both of the following:
   a. Postsecondary educational institutions for purposes of admissions and academic placement.
   b. The Student Aid Commission for purposes of determining eligibility for, and increasing uptake of, student financial aid.

Please visit the CCGI website at CaliforniaColleges.edu to access resources that help students and their families learn about college admissions requirements.

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

Use of Student Information Learned from Social Media

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

Involuntary Removal Process

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

Upon parent/guardian request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal

[1] CALPADS is a database maintained by the CDE which consists of pupil data from elementary and secondary schools relating to, among other things, demographic, program participation, enrollment, and statewide assessments data.
[2] CCGI is an authorized provider of an institutional service to all California local educational agencies and part of the state's efforts to make college-going a more streamlined experience for students. The CCGI currently receives enrollment data for all public-school students enrolled in grades six through twelve from the California Department of Education ("CDE").

counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall include a copy of the Charter School's expulsion hearing process.

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

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

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

Formal Complaint Resolution Procedures

For complaints regarding unlawful discrimination, harassment, intimidation or bullying ***on the basis of a protected characteristic*** (e.g. race or disability status), unlawful pupil fees, or other specific perceived violations of state or federal laws, please refer to the Charter School's Uniform Complaint Policy and Procedures.

For complaints alleging ***sexual harassment or sexual assault***, please reference the Title IX Policy Prohibiting Discrimination on the Basis of Sex, available on the school website and below, within this Handbook.

For complaint alleging ***bullying or harassment generally*** (not based on a protected characteristic and not sexual harassment), please refer to the Harassment, Intimidation, Discrimaintion, and Bullying Policy, available for review on the school website.

For ***all other complaints***, Voices College-Bound Language Academies ("Voices Academies" or "Charter School") has adopted a General Complaint Policy to address concerns about the Charter School generally and/or regarding specific Charter School employees. For any questions regarding the application of this Policy or the Charter School's other policies, please contact the Principal.

A copy of the complete Policy is available upon request at the main office or on the school website, and is also included within this Handbook, below.

Uniform Complaint Procedure ("UCP") Notice

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

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a) or 244(a).

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

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

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

    - A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
    - A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
    - A purchase that a student is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to pupil fees may be filed with the Principal or the Compliance Officer identified below.

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

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

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

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

Chief Executive Officer
6840 Via Del Oro #205
San Jose, CA 95119
408-791-1609

Revised: 05.2025

Only complaints regarding pupil fees or LCAP compliance, or noncompliance with Education Code 243 or 244 may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with the respective applicable laws.

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

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

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

1. The Charter School failed to follow its complaint procedures.

2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.

3. The material findings of fact in the Charter School's Decision are not supported by substantial evidence.

4. The legal conclusion in the Charter School's Decision is inconsistent with the law.

5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

Complaints alleging noncompliance with Education Code section 243 or 244 may be filed with the SSPI directly, and the SSPI may directly intervene without waiting for an investigation by the Charter School. The complainant

shall present the SSPI with evidence that supports the basis for the direct filing and why immediate action is necessary.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If the Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 C.C.R. § 4622.

A copy of the UCP shall be available upon request free of charge in the main office or on the school website. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the UCP, please contact the CEO.

V. Student Health and Safety

Food and Nutrition

Children are growing and developing bones, teeth, muscles. They require nutritious food in order to grow and flourish. Eating habits are established early in childhood. It is important that these are GOOD HABITS! Parents/guardians and older siblings are significant models for young children as they learn and imitate the individuals in their immediate environment. In order for your child to learn as best as they can each day, your child requires a nutritious, well-balanced diet. Please make every effort to feed your child a nutritious breakfast each day before school if they do not eat breakfast with us. Our school does not provide morning snacks and our school day is longer than others. Your child will get hungry.

If you <u>do not</u> participate in the Universal school meals program, please send your child to school each day with:

- A healthy, adequate lunch
- A healthy, non-perishable drink.

Suggested Snacks	A bag of baby carrots or other raw vegetable sticks Cheese and crackers A piece of fruit (orange, apple) Dried fruit and nuts Yogurt

Suggested Lunch Items	Leftovers from dinner that do not need to be microwaved. Sandwich Piece of fruit Bag of pretzels Granola Bar Soup in a thermos
Suggested Drink	Water bottle ***Real*** Fruit Juice

DO NOT SEND:
Junk food, fast food or items that are high in fat or sugar. Items such as these may be discreetly confiscated by school staff if found (a replacement beverage or snack will be provided to the student). Examples include:

- Carbonated Soda or punch
- Candy
- Gum
- McDonald's (or other fast food)
- Twinkies
- Cheetos/Hot Cheetos

SEND YOUR CHILD WITH ONLY A HEALTHY LUNCH AND A SNACK. At your option, your child may choose to bring their own lunch. We ask that if you choose this option that you send your child to school each day with a **nutritious lunch**. Students will not be allowed to trade or share food.

No parents/guardians or siblings (other than those enrolled) will be allowed in the cafeteria. Please drop off your child's meal at the office

Class parties
We kindly request that parents/guardians support our health policy by only providing nutritious snacks for celebrations. All events must be approved in advance by the principal and/or the classroom teacher.

National School Lunch Program: Universal Free Meals and Student Wellness
Pursuant to California law, each Voices Charter School shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, during each school day to any student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free breakfast meal and one (1) free lunch meal during each school day. This shall apply to all students in kindergarten through grade eight (8).

Applications for school meals are distributed during the summer, included in the first day packets to all families and can also be obtained on each Charter School's website and in their respective main office. All families are encouraged to complete the application form. Completed application forms can be returned to the Charter School's main office. Income eligibility guidelines for federally funded free and reduced-price meals are available at: https://www.cde.ca.gov/ls/nu/rs/

Based on a parent/guardian's annual earnings, a parent/guardian may be eligible to receive the Earned Income Tax Credit from the Federal Government (Federal EITC). The Federal EITC is a refundable federal income tax credit for low-income working individuals and families. The Federal EITC has no effect on certain welfare benefits. In most

cases, Federal EITC payments will not be used to determine eligibility for Medicaid, Supplemental Security Income, food stamps, low-income housing, or most Temporary Assistance For Needy Families payments. Even if you a parent/guardian does not owe federal taxes, they must file a federal tax return to receive the Federal EITC. Be sure to fill out the Federal EITC form in the Federal Income Tax Return Booklet. For information regarding your eligibility to receive the Federal EITC, including information on how to obtain the Internal Revenue Service (IRS) Notice 797 or any other necessary forms and instructions, contact the IRS by calling 1-800-829-3676 or through its website at www.irs.gov.

A parent/guardian may also be eligible to receive the California Earned Income Tax Credit (California EITC) starting with the calendar year 2015 tax year. The California EITC is a refundable state income tax credit for low-income working individuals and families. The California EITC is treated in the same manner as the Federal EITC and generally will not be used to determine eligibility for welfare benefits under California law. To claim the California EITC, even if you do not owe California taxes, you must file a California income tax return and complete and attach the California EITC Form (FTB 3514). For information on the availability of the credit eligibility requirements and how to obtain the necessary California forms and get help filing, contact the Franchise Tax Board at 1-800-852-5711 or through its website at www.ftb.ca.gov.

Charter School shall allow students, teachers, and staff to bring and carry water bottles. Water bottles may be excluded from libraries, computer labs, science labs, and other places where it is deemed dangerous to have drinking water. Charter School may develop additional policies regarding the types of water bottles that may be carried.

Charter School adheres to all applicable requirements regarding placement and maintenance of water bottle refilling stations on campus.

Charter School shall encourage water consumption through promotional and educational activities and signage that focus on the benefits of drinking water and highlight any water bottle filling stations that are located on campus.

A copy of the complete Policy which includes the Charter School's meal charge policy, is available upon request at the main office or on the school website. The Charter School also maintains a School Wellness Policy pursuant to state and federal requirements.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, Charter School is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:
https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address,

telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

Mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or

Fax:
(833) 256-1665 or (202) 690-7442; or

Email:
Program.Intake@usda.gov

Charter School is an equal opportunity provider.

Cancer Prevention Act

Students in the state are advised to adhere to current immunization guidelines, as recommended by the Advisory Committee on Immunization Practices (ACIP) of the federal Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians, regarding full human papillomavirus (HPV) immunization before admission or advancement to the eighth grade level of any private or public elementary or secondary school.

Because the vaccine is more effective when given at younger ages, two doses of HPV vaccine are recommended for all kids between the ages of 9 to 12 years, and the second dose should be given before the start of 8th grade. Kids who wait until later to get their first dose of HPV vaccine may need three doses.

HPV vaccination can prevent over 90 percent of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks.

Dangers of Synthetic Drugs

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.
A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include but are not limited to synthetic cannabinoids (“synthetic marijuana,” “Spice,” “K2”), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health (“CDPH”) has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive.

Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent. Social media platforms may be used as a way to market and sell synthetic drugs, such as fentanyl.

Additional information regarding fentanyl from the CDPH's Substance and Addiction Prevention Branch can be found here.

Diabetes

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

A copy of the information sheet regarding type 2 diabetes is available at:
https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp.
Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

The Charter School will provide an information sheet regarding type 1 diabetes to the parent or guardian of a student when the student is first enrolled in elementary school, pursuant to Education Code Section 49452.6. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 1 diabetes.
2. A description of the risk factors and warning signs associated with type 1 diabetes.
3. A recommendation that parents or guardians of students displaying warning signs associated with type 1 diabetes should immediately consult with the student's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
4. A description of the screening process for type 1 diabetes and the implications of test results.
5. A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the pupil's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information sheet regarding type 1 diabetes is available by the CDE, on the CDE website. Please contact the school office if you need a copy of this information sheet or if you have any questions about this information sheet.

Hygiene

As a part of coming to school "Ready to Learn," your child needs to come to school clean. Good hygiene for children includes brushing their teeth at least twice a day, bathing on a regular basis, and brushing or grooming their hair each day. With older students, body odor can become an issue. Children will be active each day. Please do not hesitate to send antiperspirant or deodorant to school with your middle schooler, if necessary. Please help your child develop good hygiene habits.

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Sleep

It is very important for your child to get the appropriate amount of sleep. As active, growing individuals, children require anywhere from eight (8) to twelve (12) hours of sleep nightly. A routine is often helpful in making sure your child gets enough sleep. Please set a regular bedtime for your child and enforce it. Help your child get the best amount of sleep each night.

Illness

If your child becomes ill, please call and inform the office. For your own child's protection and the protection of others please do not send your sick child to school. If your child complains of feeling sick at school, depending on the severity, you may be contacted to pick him or her up from school.

When students come to school they should feel well enough to participate in their classroom program. If your child has any of the following symptoms they should not be at school. For health and safety purposes, students who exhibit any of the following symptoms should not remain in school, but please come to school to pick up work for the day:

- **Fever** (99.6 or higher) Your child must be free of fever for 24 hours before returning to school. (Normal body temperature is 98.6)
- **Productive cough with yellow or green nasal discharge** (not associated with allergies). Please remember that green or yellow nasal discharge is not normal and indicates infection and your child should not be in school.
- **Red, swollen, crusty, draining or oozing eyes**
- **Severe sore throat**
- **Diarrhea, nausea or vomiting**
- **Head lice that has not been treated**
- **Contraction of a childhood disease such as chicken pox, measles or mumps**
- **Untreated infectious illness such as upper-respiratory infection, pink eye, strep throat, or bronchitis**
- **Any undiagnosed rashes**
- **Any open sores or open wounds**
- **Earache**

If your student is experiencing a respiratory Illness including COVID-19, we recommend taking precautions over the next five (5) days to prevent the spread of any illness, such as maintaining personal hygiene (such as handwashing), wearing a masks, physical distancing, and/or testing when you will be around other people indoors.

The student may return to school when their symptoms are getting better overall, and they have not had a fever (and are not using fever-reducing medication) for at least 24 hours before returning to school.

Oral Health Assessment

Students enrolled in transitional kindergarten or kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to present proof of having received an oral health assessment completed by a dental professional that was performed within 12 months before the student's initial enrollment in a public school. Please contact the main office if you have questions about this requirement.

Physical Examinations and Right to Refuse

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A parent/guardian having control or charge of any child enrolled in Voices may file annually with the Principal a written and signed statement stating that the parent/guardian will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

Head Lice

To prevent the spread of head lice infestations, Charter School personnel shall report all suspected cases of head lice to the clerk, or designee, as soon as possible. The clerk, or designee, shall examine the student and any siblings of affected students or members of the same household. If live lice are found, parents/guardians will be informed about recommended treatment procedures and sources of further information. Students will not be sent home early from Voices if they have lice unless the situation is serious enough to warrant immediate exclusion.

In the event of one or more students being found to be infested with lice, an exposure notice with information about head lice shall be sent home to all parents/guardians of the students that have been exposed to head lice.

School personnel shall maintain the privacy of students identified as having head lice..

Once treatment has begun students are permitted to come to school, a pre-screen will take place first thing in the morning by school personnel, a designee, or other authorized health care representative. Parents/guardians of students who still have lice will be asked to provide a dated receipt of purchase of the shampoo or a note from the parent/guardian verifying treatment has begun.

Vision, Hearing and Scoliosis Screening

Each student shall be given a vision/hearing test by a qualified individual in Transitional Kindergarten/Kindergarten or upon first enrollment or entry in a California public elementary school, and in the second, fifth, or eighth grade.

Every female student in seventh grade and every male student in eighth grade shall be screened for the condition known as scoliosis. The screening shall be in accordance with standards established by the State Department of Education.

Medications at School

Any student who is or may be required to take, during the regular school day, prescription medication prescribed or ordered for the student by an authorized health care provider may be assisted by school office staff or designated Charter School personnel.

In order for a student to be assisted by school office staff or other designated Charter School personnel in administering medication, Charter School shall obtain both:

1. A written statement from the student's authorized health care provider detailing the name of the medication, method, amount/dosage, and time schedules by which the medication is to be taken, and

2. A written statement from the parent, foster parent, or guardian of the student indicating the desire that Voices assist the student in the matters set forth in the statement of the authorized health care provider.

These written statements specified shall be provided at least annually and more frequently if the medication, dosage/amount, frequency of administration, or reason for administration changes.

The primary responsibility for the administration of medication rests with the parent/guardian, student, and medical professionals.

Please see the entire Administration of Medication Policy in the main office or on the school website.

Treatment and School Related Injuries

It is the policy of the school to treat minor injuries (scrapes, cuts, bruises, etc.) in the following manner:

1. An injury will be inspected by a teacher or other staff member and kept under their observation.
2. If needed, the child may be sent or brought to the office. The injury will be treated with basic first aid. Parents/guardians will be notified of minor injuries at the discretion of the site administrator.
3. Any action taken by staff is recorded on the daily injury log.

When confronted with a more serious illness or injury:

1. If required, staff will call 911.
2. Voices staff will contact parents/guardians (parents/guardians will be contacted for all head injuries);
3. No child is sent home until a parent/guardian is contacted and an agreement is reached as to appropriate actions.
4. Any action taken by Voices staff is recorded in the daily injury log.

Returning to School after an Illness or Prolonged Absence

For students returning to school following a serious or prolonged illness, injury, surgery, or other hospitalization, the Charter School may require written clearance from a healthcare provider to attend school, including any recommendations regarding physical activity and exertion. A student returning to school with sutures, casts, crutches, or a wheelchair must have a physician's written permission to attend school and must comply with any safety procedures required by the school administration. An excuse from physical activity may be granted if a student is unable to participate in regular or modified curriculum for a temporary period of time due to illness or injury. A parent's written request for an excuse will be accepted for up to one day; thereafter, a written request is needed from the student's health provider.

Immunizations

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records are required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirements must be excluded from attendance until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

Child's Grade	List of shots required to attend school

TK/K-12 Admission	● Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses Polio - Four (4) doses ● Measles, Mumps, and Rubella (MMR) - Two (2) doses Hepatitis B (Hep B) - Three (3) doses ● Varicella (chickenpox) – Two (2) doses **NOTE:** Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.
Entering 7th Grade	● Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose **NOTE:** In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as requirements for 7th grade advancement. At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. The Charter School believes it is a priority to inform our students about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, the Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at the main office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for parents/guardians about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on each Charter School's website for your review.

Safe Storage of Firearms

The purpose of this notice is to inform and to remind parents and legal guardians of all students at the Charter School of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. **These incidents can be easily prevented by storing firearms in a safe and**

secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

To help everyone understand their legal responsibilities, this notice spells out California law regarding the storage of firearms. Please take some time to review this notice and evaluate your own personal practices to assure that you and your family are in compliance with California law:

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
    - The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

The county or city may have additional restrictions regarding the safe storage of firearms. Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

School Bus and Passenger Safety

All students who are transported in a school bus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety. A copy of the complete Policy is available upon request at the main office.

School Safety Plan and Asbestos Management Plan

The Charter School has established a Comprehensive School Safety Plan. ***The Plan is available upon request at the main office or on the school website.***

The Charter School has also established an Asbestos Management Plan. The Plan is available upon request at the main office.

Crisis Intervention Protocol

As a part of the services addressing the emotional wellbeing of our students, there are several circumstances that may require a Crisis Intervention. Voices has a Crisis Team that will respond to the needs of a student in crisis, such as self-harm and suicide risk (including both written and verbal statements indicating the intent to self-harm or harm others). A student in crisis will be assessed by a member of the Crisis team and the parent/guardian will be

notified. The parent/guardian will be expected to sign a Parent Notification form when they pick up the student and will be expected to follow protocols before reentry into school. Failure to seek follow-up care for a minor child who may be a danger to themselves may result in a mandated Child Protective Service report.

For more information about Voices' Policy on Suicide Prevention, please see the website.

Mental Health Services

Voices recognizes that when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at each Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

Available on Each Campus:

- School-based counseling services – your child is encouraged to directly contact a Voices counselor by coming into the office during school hours and making an appointment to speak with a counselor. The counseling office can also be reached at:

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

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

  Voices Morgan Hill
  Counselor
  16505 Monterey Rd. Morgan Hill, 95037
  408-791-1700]

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

- Our Charter Schools' counselors support students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact the principal to request an evaluation:

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

  Voices West Contract Costa

  Voices Morgan Hill

Principal
201 28th St. Richmond, CA 94804
510-480-0540

Principal
16505 Monterey Rd. Morgan Hill, CA 95037
408-791-1700

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

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

- Prescription medication while on campus – if your child requires prescription medication during school hours and you would like assistance from School staff in providing this mediation to your child, please contact:

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

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

Voices Morgan Hill
Business Manager
16505 Monterey Rd. Morgan Hill, CA 95037
408-791-1700

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

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

Available in the Community:

Resources available in the Voices "Flagship", Morgan Hill and Mt. Pleasant Communities:

- Alum Rock Counseling Center 1245 East Santa Clara St. 95113 San Jose, CA 95113 408-294-0500
- Gardner Health Services Counseling 160 East Virginia St #100 San Jose, CA 95112 408-918-2688
- Santa Clara Valley Mental Health 408-885-3982

Resources available in the Voices West Contra Costa Community:

- Contra Costa Behavioral Health West County Children's Mental Health Clinic 303 41st Street Richmond, CA 94805 510-374-3261
- West Contra Costa - Youth Services Bureau (YSB) 263 S. 20th Street Richmond, CA 94804 510-215-4670
- Bay Area Community Resources (BACR) 3219 Pierce Street Richmond, CA 94804 510-559-3000
- Familias Unidas 205 39th Street Richmond, CA 94805 510-412-5930

Resources available in the Voices Stockton Community:

- San Joaquin Behavioral Health Services 1414 North California Street 2nd Floor Stockton, CA 95202 209-468-8700
- Valley Community Counseling Services 6707 Embarcadero Drive Stockton, CA 95219 209-956-4240

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Available Nationally:

- National Suicide Prevention Hotline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours at 988.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit** https://www.thetrevorproject.org/**.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at https://www.bbbs.org or by calling (813) 720-8778.

Pregnant and Parenting Students

Voices recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. Voices will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and re enrollment in courses.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

Chief Executive Officer
6840 Via Del Oro #205
San Jose, CA 95119
408-791-1609

A copy of the UCP is available upon request at the main office or on the school website. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the CEO.

Suspected Abuse

All school personnel are mandated reporters of suspected abuse and/or neglect. Mandated reporters are required to report suspected child maltreatment immediately when they have "reasonable cause to believe that a child who is 17 years of age or younger and known to them in a professional or official capacity has been harmed or is in danger of being harmed – physically, sexually, or through neglect – and that a caregiver either committed the harm or should have taken steps to prevent the child from harm." No one in the workplace, even a supervisor, is permitted to suppress, change or edit a report of abuse. A mandated reporter who willfully fails to report

suspected incidents of child abuse or neglect is subject to license suspension or revocation, and commits a misdemeanor.

VI. Special Populations

Section 504

Voices recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any Voices' program. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by the Voices. The parent of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Principal.

A copy of the complete Section 504 policies and procedures is available upon request at the main office.

Special Education /Students with Disabilities

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. Voices provides special education instruction and related services in accordance with the Individuals with Disabilities Education Improvement Act ("IDEA"), Education Code requirements, and applicable policies and procedures under Sonoma County Charter Special Education Local Planning Area ("SELPA"). These services are available for special education students enrolled at Voices. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. Voices collaborates with parents/guardians, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, Voices is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. Voices shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact:

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

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

Voices Morgan Hill
Principal
16505 Monterey Rd. Morgan Hill, CA 95037
408-791-1700

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

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

The complete Special Education policy can be found *at the main office or on the school website*

Revised: 05.2025

Education of Foster and Mobile Youth

Definitions: For the purposes of this annual notice the terms are defined as follows:

- *"Foster youth"* means any of the following:

1. A child who has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code ("WIC").
2. A child who is the subject of a petition filed pursuant to WIC section 300 and 602 (whether or not the child has been removed from the child's home by juvenile court).
3. A child who is the subject of a petition filed pursuant to WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.
4. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
    a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
    b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
    c. The nonminor is participating in a transitional independent living case plan.
5. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.[3]
6. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

"*Former juvenile court school student*" means a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School

- *"Child of a military family"* refers to a student who resides in the household of an active duty military member.

- *"Currently Migratory Child"* refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- "Newcomer pupil" is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years. This also includes a "pupil participating in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023, who was enrolled in the Charter School before January 1, 2024. The Charter School may, in its discretion, also extend the rights in Education Code sections 51225.1 and 51225.2 to a "pupil participating

[3] Voices shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

in a newcomer program," as defined in Education Code section 51225.2, as that section read on January 1, 2023.

- "Educational Rights Holder" ("ERH") means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.

- "School of origin" means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the Charter School liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of "school of origin" includes a placement in a nonpublic, nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.

- "Best interests" means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all Charter School students.

- "Partial coursework satisfactorily completed" includes any portion of an individual course, even if the student did not complete the entire course.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a newcomer pupil will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent/guardian" or "ERH."

Foster and Mobile Youth Liaison: Voices designates the following staff person as the Liaison for Foster and Mobile Youth:

Director of Special Populations

408-791-1609

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability: Voices will work with foster youth and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to,

interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking re-enrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Voices Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.

If the Charter School operates an intersession program, Charter School shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on non school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records: When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the

complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational recordkeeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change in the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the student will be calculated as of the date the student left the Charter School.

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parent/guardian consent.

Discipline Determinations: If the Charter School intends to extend the suspension of any foster youth pending a recommendation for expulsion, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office or website.

Availability of Complete Policy: For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster youth policy shall be provided at the time of enrollment. ***A copy of the complete Policy is available upon request at the main office or on the school website.***

Education of Homeless Children and Youth

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of "homeless."

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Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

School Liaison: Voices designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Dean of Culture

School Office

The Charter School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
4. Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
5. Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Voices Board policy.
7. Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable
8. Charter School personnel providing services receive professional development and other support.
9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: https://www.cde.ca.gov/sp/hs/

Housing Questionnaire: Voices shall administer a housing questionnaire for purposes of identifying homeless children and youth. Voices shall ensure that the housing questionnaire is based on the best practices developed by

the CDE. Voices shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at Voices. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at the Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. Voices shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

School Stability: The Charter School will work with homeless students and their parent/guardian to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a homeless student's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Homeless students have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a homeless student seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). The Charter School will also immediately enroll any homeless student seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Homeless students have the right to remain in their school of origin following the termination of the child's status as a homeless student as follows:

For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.

If the Charter School operates an intersession program, Charter School shall grant priority access to homeless students. Notwithstanding any other law, if the homeless student will be moving during an intersession period, the pupil's parent, guardian, educational rights holder, Indian custodian[4] in the case of an Indian child, or, if none of the preceding are applicable, an accompanied homeless student themselves shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by the Charter School on non school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

[4] "Indian custodian" means any Indian person who has legal custody of an Indian child under tribal law or custom or under State law or to whom temporary physical care, custody, and control has been transferred by the parent of such child. *Section 1903 of Title 25 of the United States Code.*

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Availability of Complete Policy: For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. ***A copy of the complete Policy is available upon request at the main office or on the school website.***

English Learners

Voices is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. Voices will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents/guardians, student identification, placement, program options, English Learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Voices will implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and parents/guardians.

VII. Communication and Community Engagement

The Importance of Home/School Communication

We strongly believe that effective communication between the family and Voices will enhance the education of each child. In the Family/School Compact, both parents and school administrators pledge to openly communicate and dialogue about the issues, challenges, and successes of their child and the school. Please be sure to stay abreast of school activities and events.

Principal Noticias

Every Tuesday, Voices will send important information home to families via the ParentSquare communication portal. You will receive important information from the classroom teacher, such as field trip slips, calendars of events, meeting notices, notes about classroom happenings, and other important news and clarifications.

Tips for Effective Communication

With Teachers

Contact your child's teacher by:

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

Revised: 05.2025

- Writing a note
- Email the teacher

With School Leadership Team, i.e. Principal, Business Manager, etc.
Contact School Leadership by:

- Calling the school, leave a message if necessary
- Making an appointment

Report Cards and Parent-Teacher Conferences
One excellent way to communicate with your child's teacher is during conferences. You may make an appointment to meet with your child's teacher whenever you feel it is necessary to conference informally with them.

To ensure that you and your child get the most out of your meetings, please be on time and follow the following tips:

- Have questions prepared.
- Take notes during the conference.
- Share any important, relevant information (changes in the child's life, for example).
- Don't compare one child to any other child.

Parent and Family Engagement Policy

Voices aims to provide all students in each school significant opportunities to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act ("ESEA"). Voices staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success. ***A copy of the Charter School's complete Policy is available upon request in the main office or on the school website.***

Visiting/Volunteering at the School

Parents are encouraged to visit their school site. In order to ensure safety, we ask that when you visit, you respect the instructional time of teachers and students. **Please do not disturb lessons or students and teachers who are working. If you have a matter to attend to with a teacher, please schedule a mutually agreeable time to discuss the matter.**

Our goal is to form positive and caring partnerships with our Voices families and to always be as responsive as possible.

Families should:

- Call the office to set up a conference or meeting with a teacher.
- Office staff will pass on messages to teachers.
- Email or use Parent Square to communicate with teachers directly.

What to know/remember:

- Teachers will work to respond within 24 hours to any request for communication.
- Voices teachers are not expected to respond to requests for communication while they are teaching (8:00 am-4:00 pm), during evening hours or on weekends.
- Teachers may use work hours M-F between 7:45 am-8:00 am and after 4:00 pm to respond.

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- Any parent/teacher communication should be within reasonable hours (for example, before 6:00 pm or 7:00 pm, no late hours).
- Voices staff and teachers are not expected to share their personal phone number or email with parents. **We respectfully request that you do not share teachers personal contact information with others or on social media groups without their permission**.

It is important that the Registration of Visitor/Guest Policy is followed for the safety of all students. Voices will post a notice at every entrance which has details about visitor registration location and requirements.

In accordance with California law, all visitors (including parents and volunteers) must check in with each specific site's office staff and obtain a visitor's badge before entering the campus. Parents must come to the office and sign their student out before taking them off campus for any reason. Items that need to be delivered to students by a parent during school hours must be done through the office staff. Parents may not go directly to the classroom or to the playground without checking in with the office. Parents may not bring visitors (such as friends/relatives) to school or have them visit the campus without prior, special permission granted by the school administration.

Voices endeavors to create a safe environment for students and staff. Accordingly, visits during regular school days must be conducted in the manner set forth below at all Voices sites:

1. Visits during school hours should first be arranged with the Principal or designee, preferably at least three (3) days in advance. If a conference is desired, an appointment should be set with the teacher during non-instructional time, at least three (3) days in advance. Visitors seeking to visit a classroom during school hours must first obtain the written approval of the Principal or designee.

2. All visitors (including volunteers) shall register with the office staff immediately upon entering any Voices building or grounds during regular school hours. When registering, the visitor is required to provide their name, address, occupation, purpose for entering school grounds, and proof of identity if requested. For purposes of school safety and security, the Principal or designee may provide a visible means of identification for visitors while on school premises.

3. 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.

4. 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.

5. While on campus, visitors are to enter and leave classrooms as quietly as possible, not converse with any student, teacher, or other instructional assistant unless permitted, and not interfere with any school activity. No electronic listening or recording device may be used in a classroom without the Principal's written permission.

6. Before leaving campus, the visitor shall return the Visitor's Permit and sign out of the Visitors Log book in the main office.

Volunteers

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

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

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

Limitations of Volunteering or Visitation

1. The Principal, or designee, may refuse to register a visitor or volunteer if it is believed that the presence of the visitor or volunteer would cause a threat of disruption or physical injury to teachers, other employees, or students.

2. The Principal may direct a visitor 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 has a right to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt Voices Academies' orderly operation. Consent shall be reinstated whenever the Principal has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the school campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which notice of hearing is to be sent. The Principal shall grant such a hearing not later than seven (7) calendar days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person

5. The Principal or designee may request that a visitor who has failed to register, or whose registration privileges have been denied or revoked, promptly leave school grounds. When a visitor is directed to leave, the Principal or designee shall inform the visitor that if the visitor reenters the school without following the posted requirements the visitor will be guilty of a misdemeanor.

6. The Principal or designee may seek the assistance of the police (when appropriate) in dealing with or reporting any visitor/volunteer in violation of this policy.

7. This Policy does not authorize Voices to permit a parent/guardian to volunteer or visit the campus if doing so conflicts with a valid restraining order, protective order, or order for custody or visitation issued by a court of competent jurisdiction.

A copy of the complete Classroom and School Volunteer, Visitation, and Removal Policy is available for review on the Voices website.

VII. Complete Policies

Suspension and Expulsion Procedures

Morgan Hill

Stockton

Mount Pleasant

"Franklin McKinley" or "flagship"

West Contra Costa

Professional Boundaries: Staff/Student Interaction Policy

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

Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

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

B. Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, they must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

Unacceptable Staff/Student Behaviors (Violations of this Policy)
These lists (and any subsequent lists) are not meant to be all-inclusive, but rather, illustrative of the types of behaviors intended to be addressed by this policy.

(a) Giving gifts to an individual student that are of a personal and intimate nature.
(b) Kissing of any kind.
(c) Any type of unnecessary physical contact with a student in a private situation.
(d) Intentionally being alone with a student away from the school.
(e) Making or participating in sexually inappropriate comments.
(f) Sexual jokes.
(g) Seeking emotional involvement with a student for your benefit.
(h) Listening to or telling stories that are sexually oriented.
(i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
(j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
(k) Communication with students via an employee's personal accounts such as email and/or social media.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

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

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

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

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

Acceptable and Recommended Staff/Student Behaviors

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

Title IX Policy Prohibiting Discrimination On The Basis Of Sex

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of Voices College-Bound Language Academies ("Voices" or "Charter School") to address sex discrimination, including but not limited to sexual harassment, occurring within Voices' education program or activity.

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.[5]

This Policy applies to conduct occurring in Voices' education programs or activities 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.

[5] 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.

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 the Voices Title IX Coordinator, the Assistant Secretary 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.

Prohibited Sexual Harassment
Under Title IX, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

- An employee of Voices conditioning the provision of an aid, benefit, or service of Voices on an individual's participation in unwelcome sexual conduct;

- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Voices's education program or activity; or

- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

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 or 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:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
  - Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
  - Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Voices' education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Voices investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, the complainant must be participating in or attempting to participate in Voices' education program or activity.

Party means a complainant or respondent.

Respondent means a person who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Supportive Measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a party before or after the filing of a formal complaint of sexual harassment or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to Voices' education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Voices' educational environment, or deter sexual harassment.

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:

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, formal complaints of sexual harassment, and inquiries about the application of Title IX to Voices, coordinating the effective implementation of supportive measures, and taking other actions as required by this Policy. The Coordinator or designee may serve as the investigator for formal complaints of sexual harassment.

Reporting Sex Discrimination

All employees must promptly notify the Coordinator when the employee has knowledge of or notice of allegations of sex discrimination or sexual harassment occurring within Voices' education program or activity.

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.

Response to Sexual Harassment

Voices will respond promptly and in a manner that is not deliberately indifferent when it has actual knowledge, as defined in 34 C.F.R. § 106.30(a), of sexual harassment occurring in its education program or activity against a person in the United States.

Voices' response will treat complainants and respondents equitably by offering supportive measures to a complainant, and by following the grievance procedures for formal complaints of sexual harassment that are listed below before imposing any disciplinary sanctions or other actions that are not supportive measures on a respondent for sexual harassment under Title IX.

Supportive Measures

Once notified of sexual harassment or allegations of sexual harassment occurring in Voices' education program or activity against a person in the United States, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint of sexual harassment.

Supportive measures may include but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; mutual restrictions on contact between the parties; changes in work or on-campus housing locations; leaves of absence; increased security and monitoring of certain areas of the campus; and other similar measures.

Supportive measures will not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Voices will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair Voices' ability to provide the supportive measures. The Coordinator is responsible for coordinating the effective implementation of supportive measures.

Grievance Procedures

Scope and General Requirements

Voices has adopted and published grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited under Title IX and a grievance process that complies with 34 C.F.R. § 106.45 for formal complaints of sexual harassment.

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Complaints of misconduct prohibited by this Policy that do not constitute a formal complaint of sexual harassment will be addressed in accordance with Voices' Uniform Complaint Procedures, its employment discrimination complaint procedures, or the grievance procedures set forth in its Harassment, Intimidation, Discrimination, and Bullying Policy, as applicable. The following grievance procedures will apply to formal complaints of sexual harassment.

Upon receipt of a formal complaint of sexual harassment, 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, decisionmaker, and any person designated by Voices to facilitate an informal resolution process not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Voices will treat complainants and respondents equitably. Voices presumes that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of its grievance procedures.

Voices may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Voices allows for the temporary delay of the grievance process or limited extension of timeframes on a case-by-case basis for good cause. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If the grievance process is temporarily delayed or a timeframe is temporarily extended by Voices, the Coordinator or designee will notify the parties of the reason for the delay or extension in writing.
Voices will objectively evaluate all evidence that is relevant and not otherwise impermissible, including both inculpatory and exculpatory evidence.[6] Credibility determinations will not be based on a person's status as a complainant, respondent, or witness.

Dismissal
Voices must dismiss a formal complaint of sexual harassment for purposes of sexual harassment under Title IX if the conduct alleged:

- Would not constitute sexual harassment under Title IX even if proved;
- Did not occur in Voices's education program or activity; or
- Did not occur against a person in the United States.

Voices may dismiss a formal complaint of sexual harassment or any of the allegations therein if:
- The respondent is no longer enrolled or employed by Voices;
- A complainant notifies the Coordinator in writing that the complainant would like to withdraw the complaint or any allegations therein; or
- Specific circumstances prevent Voices from gathering sufficient evidence to reach a determination as to the complaint or allegations therein.

[6] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

Upon dismissal, the Coordinator or designee will promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties. Dismissal under Title IX does not preclude action under another applicable Voices policy.

Notice of the Allegations

Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will provide written notice of the allegations to the parties whose identities are known. The notice will include:

- Voices' grievance procedures and any informal resolution process;
- The allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details includes the identities of the parties involved in the incident(s), if known, the conduct allegedly constituting sexual harassment under Title IX, and the date(s) and location(s) of the alleged incident(s), if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility is made at the conclusion of the grievance process;
- A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
- A statement that Voices prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

Emergency Removal

Voices may place a non-student employee respondent on administrative leave during the pendency of 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 immediate threat to the physical health or safety of any person arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Informal Resolution

At any time after a formal complaint of sexual harassment is filed and prior to determining whether sexual harassment occurred under Voices' Title IX grievance procedures, Voices may offer an informal resolution process to the parties. Voices will not offer or facilitate informal resolution to resolve allegations that an employee sexually harassed a student, or when such a process would conflict with Federal, State, or local law. Parties will not be required or pressured to agree to participate in the informal resolution process.

Before initiation of the informal resolution process, Voices will obtain the parties' voluntary, written consent to participate in the informal resolution and provide the parties with a written notice that explains:

- The allegations;
- The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint of sexual harassment arising from the same allegations;
- The right to withdraw and initiate or resume the grievance procedures at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Investigation
In most cases, a thorough investigation will take no more than thirty (30) business days. Voices has the burden to conduct an investigation that gathers sufficient evidence to determine whether sexual harassment 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, considered, or disclosed), regardless of whether they are relevant:

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless Voices obtains that party's voluntary, written consent to do so for these grievance procedures; and
- Evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview. The parties will not be prohibited from discussing the allegations under investigation or from gathering and presenting relevant evidence. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.

Before the investigator completes the investigative report, Voices will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator to consider prior to completing the investigation report.

The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

Determination of Responsibility
Before making a determination of responsibility, the decisionmaker must afford each party the opportunity to submit written, relevant questions that a party wants to ask of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decisionmaker must explain to the party proposing the questions any decision to exclude a question as not relevant.

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 twenty (20) business days after Voices sends the investigation report to the parties, the decisionmaker, who will not be the same person as the Coordinator or investigator, will simultaneously send the parties a written determination of whether sexual harassment occurred. The written determination will include:

- The allegations of sexual harassment;
- A description of the procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- The findings of facts supporting the determination;
- The conclusions regarding the application of Voices' code of conduct to the facts;
- The decision and rationale for each allegation;
- Any recommended disciplinary sanctions for the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

The determination regarding responsibility becomes final either on the date that Voices provides the parties with the written appeal decision, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Appeals
Either party may, within five (5) business days of their receipt of Voices' written determination of responsibility or dismissal of a formal complaint of sexual harassment, submit a written appeal to the Chair of the Voices Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal.

The complainant and respondent may only appeal from a determination regarding responsibility or Voices' dismissal of a formal complaint of sexual harassment or any allegations therein, on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Coordinator, investigator(s), or decision maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The decisionmaker for the appeal will not be the same person as the Coordinator, the investigator or the initial decisionmaker.

The decisionmaker 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 notice of the appeal; and 4) within fifteen (15) business days of the appeal, provide a written decision simultaneously 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, knowingly make false statements or knowingly submit false information during the grievance process, may be subject to disciplinary action up to and including expulsion from Voices or termination of employment. If there is a determination that sexual harassment occurred, the Coordinator is responsible for effective implementation of any remedies ordered by Voices.

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 Title IX Coordinators, investigators, decisionmakers, and any person who facilitates a Title IX informal resolution process will receive Title IX training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

Voices will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant;
- Records of any appeal of a formal complaint or sexual harassment and the results of that appeal;
- Records of any informal resolution of a formal complaint or sexual harassment and the results of that informal resolution;
- All materials used to train Title IX Coordinators, investigators, decisionmakers, and any person who facilitates an informal resolution process; and
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

TITLE IX SEX DISCRIMINATION AND Harassment COMPLAINT FORM

Your Name: _____ Date: _____
Email Address: _____
Date of Alleged Incident(s): _____
Name of Person(s) you have a complaint against: _____
List any witnesses that were present: _____
Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

_____
_____
_____
_____

I hereby authorize Voices to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination or expulsion from Voices.

_____ Date: _____
Signature of Complainant

_____
Print Name

<u>To be completed by Voices</u>:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

VIII. Acknowledgment of Student-Family Handbook

I understand and agree that I will read and comply with the Voices Family Handbook and all school policies referenced herein.

_____
Parent/Guardian's Signature Date

_____ _____
Parent/Guardian's Printed Name Student's Name

Please Return to Office Staff

Revised: 05.2025

Coversheet

Updates to Policies

Section: IV. Consent Items
Item: D. Updates to Policies
Purpose:
Submitted by:
Related Material: Harassment, Intimidation, Discrimination and Bullying Policy (2025).pdf
Title IX Policy Prohibiting Discrimination Based on Sex (2025).pdf

Board Policy #: (SSP) 08
Adopted/Ratified: 12/12/2019
Revision Date: 06/5/2025

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Voices College-Bound Language Academies ("Voices" or the "Charter School") prohibits any acts of discrimination, harassment, intimidation, and bullying altogether.

As used in this policy, discrimination, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age, or any combination of those characteristics, association with a person or group with one or more of these actual or perceived characteristics or any combination of those characteristics, or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this Policy."

To the extent possible, Voices will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. Voices school staff who witness acts of misconduct prohibited by this Policy will take immediate steps to intervene when safe to do so.

This policy applies to incidents occurring on the school campus, at school-sponsored events and activities regardless of the location, through school-owned technology, and through other electronic means, whether perpetrated by a student, employee, parent/guardian, volunteer, independent contractor or other person with whom Voices does business, and all acts of Voices' Board of Directors ("Board") in enacting policies and procedures that govern Voices.

Voices complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this Policy.

Definitions

Harassment means conduct based upon one or more of the protected characteristics listed above that is severe or pervasive, which unreasonably disrupts an individual's educational or work

environment or that creates a hostile educational or work environment. Harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes, comments or slurs.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school based on any of the protected characteristics listed above.
- Retaliation for reporting or threatening to report harassment.
- Deferential or preferential treatment based on any of the protected characteristics listed above.

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- Placing a reasonable student [1] or students in fear of harm to that student's or those students' person or property.
- Causing a reasonable student to experience a substantially detrimental effect on the student's physical or mental health.
- Causing a reasonable student to experience a substantial interference with the student's academic performance.
- Causing a reasonable student to experience a substantial interference with the student's ability to participate in or benefit from the services, activities, or privileges provided by Voices.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, video or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- A message, text, sound, video, or image.
- A post on a social network Internet Web site including, but not limited to:
    - Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.

[1] "Reasonable student" is defined as a student, including, but not limited to, a student with exceptional needs, who exercises average care, skill and judgment in conduct for a person of the student's age, or for a person of the student's age with the student's exceptional needs.

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  - Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
  - Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- An act of "Cyber sexual bullying" including, but not limited to:
  - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Bullying and Cyberbullying Prevention Procedures

Voices has adopted the following procedures for preventing acts of bullying, including cyberbullying.

Cyberbullying Prevention Procedures
Voices advises students:

- To never share passwords, personal data, or private photos online.
- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- To consider how it would feel receiving such comments before making comments about others online.

Voices informs its employees, students, and parents/guardians of Voices' policies regarding the use of technology in and out of the classroom. Voices encourages parents/guardians to discuss

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these policies with their children to ensure their children understand and comply with such policies.

Education
Voices employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Voices advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Voices and encourages students to practice compassion and respect each other.

Voices educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Voices' bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Voices informs Voices employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

Professional Development
Voices annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Voices employees who have regular interaction with students.

Voices informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Voices also informs certificated employees about the groups of students determined by Voices and available research to be at elevated risk for bullying and provides its certificated employees with information on existing school and community resources related to the support of these groups. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and

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- Students with physical or learning disabilities.

Voices encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for Voices' students.

Complaint Procedures

Scope of the Complaint Procedures

Voices will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- Are written and signed;
- Filed by an individual who alleges that they have personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying based on a protected characteristic, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- Submitted to the Voices UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

Voices will comply with its Title IX Policy when investigating and responding to complaints alleging sex discrimination, including sex-based harassment, in its education program or activity, as applicable.

The following procedures shall be utilized for complaints of misconduct prohibited by this Policy that do not fall within the scope of Voices' Title IX Policy or comply with the writing, timeline, or other formal filing requirements of the UCP. A copy of Voices' Title IX Policy and UCP is available in the main office.

Submitting a Report or Complaint

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene when safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this Policy for reporting alleged acts of misconduct prohibited by this Policy.

Reports and complaints of misconduct prohibited by this Policy shall be submitted to the Executive Director (or the Secretary of the Board if the complaint is against the Executive Director) as soon as possible after the incidents giving rise to the report or complaint.

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.

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While submission of a written report is not required, and Voices will investigate and respond to all oral and written reports of misconduct prohibited by this Policy, the reporting party is encouraged to submit a written report. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this Policy and other verbal or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the Executive Director, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this Policy.

Voices acknowledges and respects every individual's right to privacy. All reports 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 keeping the identity of the reporter and/or complainant confidential, as appropriate, except to the extent necessary to comply with applicable law, carry out the investigation and/or to resolve the issue, as determined by Voices on a case-by-case basis.

Voices prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy.

Investigation and Response
Upon receipt of a report or complaint of misconduct prohibited by this Policy, the Executive Director or designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days.

At the conclusion of the investigation, the Executive Director or designee will, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation and resolution of the incident/situation. However, the Executive Director or designee will not reveal confidential information related to other students or employees.

If the complaint is against the Executive Director, a non-employee Board member who is not the Board Chair or a parent/guardian of a student at Voices will conduct a fact-finding investigation and provide the complainant with information about the investigation and resolution of the incident/situation.

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.

Right of Appeal

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Should a complainant find Voices' resolution unsatisfactory, for complaints within the scope of this Policy, the complainant may, within five (5) business days of notice of Voices' decision or resolution, submit a written appeal to the Chair of the Voices Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal. The decisionmaker for the appeal will notify the complainant of the final decision.

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VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

HARASSMENT, INTIMIDATION, DISCRIMINATION & BULLYING COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

I hereby authorize Voices to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

_____ Date: _____
Signature of Complainant

_____
Print Name

To be completed by Voices:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

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VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

TITLE IX POLICY PROHIBITING DISCRIMINATION ON THE BASIS OF SEX

This Title IX Policy Prohibiting Discrimination on the Basis of Sex ("Policy") contains the policies and grievance procedures of Voices College-Bound Language Academies ("Voices" or "Charter School") to address sex discrimination, including but not limited to sexual harassment, occurring within Voices' education program or activity.

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]

This Policy applies to conduct occurring in Voices' education programs or activities 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 the Voices Title IX Coordinator, the Assistant Secretary 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.

Prohibited Sexual Harassment
Under Title IX, "sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

- An employee of Voices conditioning the provision of an aid, benefit, or service of Voices on an individual's participation in unwelcome sexual conduct;

- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to Voices's education program or activity; or

[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.

- "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)(A)(v), "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

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 or 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:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive,

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sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment.
- Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms).

The illustrations above are not to be construed as an all-inclusive list of sex-based harassment acts prohibited under this Policy.

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Voices' education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Voices investigate the allegation of sexual harassment. At the time of filing a formal complaint of sexual harassment, the complainant must be participating in or attempting to participate in Voices' education program or activity.

Party means a complainant or respondent.

Respondent means a person who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Supportive Measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to a party before or after the filing of a formal complaint of sexual harassment or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to Voices' education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Voices' educational environment, or deter sexual harassment.

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

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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:

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, formal complaints of sexual harassment, and inquiries about the application of Title IX to Voices, coordinating the effective implementation of supportive measures, and taking other actions as required by this Policy. The Coordinator or designee may serve as the investigator for formal complaints of sexual harassment.

Reporting Sex Discrimination

All employees must promptly notify the Coordinator when the employee has knowledge of or notice of allegations of sex discrimination or sexual harassment occurring within Voices' education program or activity.

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.

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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.

Response to Sexual Harassment
Voices will respond promptly and in a manner that is not deliberately indifferent when it has actual knowledge, as defined in 34 C.F.R. § 106.30(a), of sexual harassment occurring in its education program or activity against a person in the United States.

Voices' response will treat complainants and respondents equitably by offering supportive measures to a complainant, and by following the grievance procedures for formal complaints of sexual harassment that are listed below before imposing any disciplinary sanctions or other actions that are not supportive measures on a respondent for sexual harassment under Title IX.

Supportive Measures

Once notified of sexual harassment or allegations of sexual harassment occurring in Voices' education program or activity against a person in the United States, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint of sexual harassment.

Supportive measures may include but are not limited to: counseling; extensions of deadlines or other course-related adjustments; modifications of work or class schedules; mutual restrictions on contact between the parties; changes in work or on-campus housing locations; leaves of absence; increased security and monitoring of certain areas of the campus; and other similar measures.

Supportive measures will not unreasonably burden either party or be imposed for punitive or disciplinary reasons. Voices will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair Voices' ability to provide the supportive measures. The Coordinator is responsible for coordinating the effective implementation of supportive measures.

Grievance Procedures

Scope and General Requirements

Voices has adopted and published grievance procedures that provide for the prompt and equitable resolution of student and employee complaints alleging any action that would be prohibited under Title IX and a grievance process that complies with 34 C.F.R. § 106.45 for formal complaints of sexual harassment.

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Complaints of misconduct prohibited by this Policy that do not constitute a formal complaint of sexual harassment will be addressed in accordance with Voices' Uniform Complaint Procedures, its employment discrimination complaint procedures, or the grievance procedures set forth in its Harassment, Intimidation, Discrimination, and Bullying Policy, as applicable. The following grievance procedures will apply to formal complaints of sexual harassment.

Upon receipt of a formal complaint of sexual harassment, 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, decisionmaker, and any person designated by Voices to facilitate an informal resolution process not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Voices will treat complainants and respondents equitably. Voices presumes that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of its grievance procedures.

Voices may consolidate formal complaints of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Voices allows for the temporary delay of the grievance process or limited extension of timeframes on a case-by-case basis for good cause. Requests for extensions must be submitted to the Coordinator in writing at least one (1) business day before the expiration of the timeframe. If the grievance process is temporarily delayed or a timeframe is temporarily extended by Voices, the Coordinator or designee will notify the parties of the reason for the delay or extension in writing.

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.

Dismissal
Voices must dismiss a formal complaint of sexual harassment for purposes of sexual harassment under Title IX if the conduct alleged:

- Would not constitute sexual harassment under Title IX even if proved;
- Did not occur in Voices's education program or activity; or
- Did not occur against a person in the United States.

Voices may dismiss a formal complaint of sexual harassment or any of the allegations therein if:

[2] Inculpatory means tending to impute guilt or fault, and exculpatory means tending to absolve from guilt or fault.

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- The respondent is no longer enrolled or employed by Voices;
- A complainant notifies the Coordinator in writing that the complainant would like to withdraw the complaint or any allegations therein; or
- Specific circumstances prevent Voices from gathering sufficient evidence to reach a determination as to the complaint or allegations therein.

Upon dismissal, the Coordinator or designee will promptly send written notice of the dismissal and reason(s) therefor simultaneously to the parties. Dismissal under Title IX does not preclude action under another applicable Voices policy.

Notice of the Allegations
Upon receipt of a formal complaint of sexual harassment, the Coordinator or designee will provide written notice of the allegations to the parties whose identities are known. The notice will include:

- Voices' grievance procedures and any informal resolution process;
- The allegations of sexual harassment including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details includes the identities of the parties involved in the incident(s), if known, the conduct allegedly constituting sexual harassment under Title IX, and the date(s) and location(s) of the alleged incident(s), if known;
- A statement that the respondent is presumed not responsible for the alleged conduct and a determination regarding responsibility is made at the conclusion of the grievance process;
- A statement that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence; and
- A statement that Voices prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

Emergency Removal
Voices may place a non-student employee respondent on administrative leave during the pendency of 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 immediate threat to the physical health or safety of any person arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

This provision must not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Informal Resolution
At any time after a formal complaint of sexual harassment is filed and prior to determining whether sexual harassment occurred under Voices' Title IX grievance procedures, Voices may offer an informal resolution process to the parties. Voices will not offer or facilitate informal

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resolution to resolve allegations that an employee sexually harassed a student, or when such a process would conflict with Federal, State, or local law. Parties will not be required or pressured to agree to participate in the informal resolution process.

Before initiation of the informal resolution process, Voices will obtain the parties' voluntary, written consent to participate in the informal resolution and provide the parties with a written notice that explains:

- The allegations;
- The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint of sexual harassment arising from the same allegations;
- The right to withdraw and initiate or resume the grievance procedures at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Investigation

In most cases, a thorough investigation will take no more than thirty (30) business days. Voices has the burden to conduct an investigation that gathers sufficient evidence to determine whether sexual harassment 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, considered, or disclosed), regardless of whether they are relevant:

- A party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless Voices obtains that party's voluntary, written consent to do so for these grievance procedures; and
- Evidence about the complainant's sexual predisposition or prior sexual behavior, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview. The parties will not be prohibited from discussing the allegations under investigation or from gathering and presenting relevant evidence. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.

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Before the investigator completes the investigative report, Voices will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator to consider prior to completing the investigation report.

The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

Determination of Responsibility
Before making a determination of responsibility, the decisionmaker must afford each party the opportunity to submit written, relevant questions that a party wants to ask of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decisionmaker must explain to the party proposing the questions any decision to exclude a question as not relevant.

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 twenty (20) business days after Voices sends the investigation report to the parties, the decisionmaker, who will not be the same person as the Coordinator or investigator, will simultaneously send the parties a written determination of whether sexual harassment occurred. The written determination will include:

- The allegations of sexual harassment;
- A description of the procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- The findings of facts supporting the determination;
- The conclusions regarding the application of Voices' code of conduct to the facts;
- The decision and rationale for each allegation;
- Any recommended disciplinary sanctions for the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

The determination regarding responsibility becomes final either on the date that Voices provides the parties with the written appeal decision, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

Appeals
Either party may, within five (5) business days of their receipt of Voices' written determination of responsibility or dismissal of a formal complaint of sexual harassment, submit a written appeal to the Chair of the Voices Board, who will serve as the decisionmaker for the appeal or designate a decisionmaker for the appeal.

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The complainant and respondent may only appeal from a determination regarding responsibility or Voices' dismissal of a formal complaint of sexual harassment or any allegations therein, on one or more of the following bases:

- Procedural irregularity that affected the outcome of the matter;
- New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; or
- The Coordinator, investigator(s), or decisionmaker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

The decisionmaker for the appeal will not be the same person as the Coordinator, the investigator or the initial decisionmaker.

The decisionmaker 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 notice of the appeal; and 4) within fifteen (15) business days of the appeal, provide a written decision simultaneously 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, knowingly make false statements or knowingly submit false information during the grievance process, may be subject to disciplinary action up to and including expulsion from Voices or termination of employment. If there is a determination that sexual harassment occurred, the Coordinator is responsible for effective implementation of any remedies ordered by Voices.

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 Title IX Coordinators, investigators, decisionmakers, and any person who facilitates a Title IX informal resolution process will receive Title IX training and/or instruction concerning sexual harassment as required by law.

Recordkeeping

Voices will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant;
- Records of any appeal of a formal complaint or sexual harassment and the results of that appeal;
- Records of any informal resolution of a formal complaint or sexual harassment and the results of that informal resolution;

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- All materials used to train Title IX Coordinators, investigators, decisionmakers, and any person who facilitates an informal resolution process; and
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

The above records will be maintained in a secure location until destroyed in accordance with applicable laws and regulations.

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Board Policy #: (SSP) 09
Adopted/Ratified: 12/12/2019
Revision Date: 06/5/2025

VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

TITLE IX SEX DISCRIMINATION AND HARASSMENT COMPLAINT FORM

Your Name: _____ Date: _____

Email Address: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements and conduct; what, if any, physical contact was involved; any verbal statements etc.) (Attach additional pages, if needed):

_____

_____

_____

_____

I hereby authorize Voices to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination or expulsion from Voices.

_____ Date: _____
Signature of Complainant

_____
Print Name

<u>To be completed by Voices</u>:

Received by: _____ Date: _____

Follow up Meeting with Complainant held on: _____

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Coversheet

Approve J-13 A for Voices Stockton, Morgan Hill, Flagship, Mt.Pleasant, and WCC

Section: IV. Consent Items
Item: E. Approve J-13 A for Voices Stockton, Morgan Hill, Flagship, Mt.Pleasant, and WCC
Purpose:
Submitted by:
Related Material: J13 WCC.pdf
J13 FS.pdf
J13 STK.pdf
J13 MP.pdf
J13 MH.pdf

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K–12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at https://www.cde.ca.gov/fg/it/j13a.asp for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME:	COUNTY CODE:	DISTRICT CODE:	CHARTER NUMBER (IF APPLICABLE):
Voices College-Bound Language Academy at West Contra Costa	7	61796	1906

LEA SUPERINTENDENT OR ADMINISTRATOR NAME:	FISCAL YEAR:
Jaime Mata	24/25

ADDRESS:	COUNTY NAME:
201 West 28th St	Contra Costa

CITY:	STATE:	ZIP CODE:
Richmond	CA	94804

CONTACT NAME:	TITLE:	PHONE:	E-MAIL:
Jaime Mata	COO		jmata@voicescharterschool.com

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

☐ SCHOOL DISTRICT	☐ COUNTY OFFICE OF EDUCATION (COE)	☒ CHARTER SCHOOL
Choose one of the following: ☐ All district school sites ☐ Select district school sites	Choose one of the following: ☐ All COE school sites ☐ Select COE school sites	

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

☐ **SCHOOL CLOSURE:** When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☒ **MATERIAL DECREASE:** When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☐ **LOST OR DESTROYED ATTENDANCE RECORDS:** When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."

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SECTION B: SCHOOL CLOSURE

☒ **Not Applicable (Proceed to Section C)**
☐ **Supplemental Page(s) Attached**

PART I: NATURE OF EMERGENCY (Describe in detail.)

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at https://www.cde.ca.gov/fg/it/j13a.asp if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No

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Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

SECTION C: MATERIAL DECREASE

☐ Not Applicable (Proceed to Section D)
☐ Supplemental Page(s) Attached

PART I: NATURE OF EMERGENCY (Describe in detail.)

Attendance decrease due "Day of Action"

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at https://www.cde.ca.gov/fg/it/j13a.asp if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
Voices College-Bound Language Academy at WCC	0136903	90.28	2/5/24 - 2/9/24	2/3/25	58	64.24%	32.28
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
	Total:	90.28			58		32.28

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at https://www.cde.ca.gov/fg/it/j13a.asp if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
	Total:	0.00			0.00		0.00

**Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.*

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SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

☑ **Not Applicable (Proceed to Section E)**

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

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Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of Voices College-Bound Language Ac hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names	Board Members Signatures

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ _____ Title: _____ of _____ County, California
(Name) (Signature)

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ _____ Authorizing LEA Name: _____
(Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____ _____
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ _____ Title: _____ of _____ County, California
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

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CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K–12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at https://www.cde.ca.gov/fg/it/j13a.asp for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: Voices College-Bound Language Academy	COUNTY CODE: 43	DISTRICT CODE: 69450	CHARTER NUMBER (IF APPLICABLE): 846
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Jaime Mata			FISCAL YEAR: 24/25
ADDRESS: 715 Hellyer Ave			COUNTY NAME: Santa Clara
CITY: San Jose		STATE: CA	ZIP CODE: 95111
CONTACT NAME: Jaime Mata	TITLE: COO	PHONE:	E-MAIL: jmata@voicescharterschool.com

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

☐ SCHOOL DISTRICT Choose one of the following: ☐ All district school sites ☐ Select district school sites	☐ COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: ☐ All COE school sites ☐ Select COE school sites	☒ CHARTER SCHOOL

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

☐ **SCHOOL CLOSURE:** When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☒ **MATERIAL DECREASE:** When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☐ **LOST OR DESTROYED ATTENDANCE RECORDS:** When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."

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SECTION B: SCHOOL CLOSURE

☒ **Not Applicable (Proceed to Section C)**
☐ **Supplemental Page(s) Attached**

PART I: NATURE OF EMERGENCY (Describe in detail.)

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at https://www.cde.ca.gov/fg/it/j13a.asp if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No

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Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION C: MATERIAL DECREASE

☐ **Not Applicable (Proceed to Section D)**
☐ **Supplemental Page(s) Attached**

PART I: NATURE OF EMERGENCY (Describe in detail.)

Attendance decrease due "Day of Action"

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at https://www.cde.ca.gov/fg/it/j13a.asp if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
Voices College-Bound Language Academy	0113662	91.51	2/5/24 - 2/9/24	2/3/25	58	63.38%	33.51
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
	Total:	91.51			58		33.51

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at https://www.cde.ca.gov/fg/it/j13a.asp if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
	Total:	0.00			0.00		0.00

**Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.*

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Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

☒ **Not Applicable (Proceed to Section E)**

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

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Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of Voices College-Bound Language Ac hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names	Board Members Signatures

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ (Name) _____ (Signature) Title: _____ of _____ County, California

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ (Name) _____ (Signature) Authorizing LEA Name: _____

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____ (Name) _____ (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ (Name) _____ (Signature) Title: _____ of _____ County, California

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

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Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K–12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at https://www.cde.ca.gov/fg/it/i13a.asp for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME:	COUNTY CODE:	DISTRICT CODE:	CHARTER NUMBER (IF APPLICABLE):
Voices College-Bound Language Academy at Stockton	39	68676	2077

LEA SUPERINTENDENT OR ADMINISTRATOR NAME:	FISCAL YEAR:
Jaime Mata	24/25

ADDRESS:	COUNTY NAME:
321 East Weber Ave	San Joaquin

CITY:	STATE:	ZIP CODE:
Stockton	CA	95202

CONTACT NAME:	TITLE:	PHONE:	E-MAIL:
Jaime Mata	COO		jmata@voicescharterschool.com

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

☐ SCHOOL DISTRICT	☐ COUNTY OFFICE OF EDUCATION (COE)	☒ CHARTER SCHOOL
Choose one of the following: ☐ All district school sites ☐ Select district school sites	Choose one of the following: ☐ All COE school sites ☐ Select COE school sites	

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

☐ **SCHOOL CLOSURE:** When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☒ **MATERIAL DECREASE:** When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☐ **LOST OR DESTROYED ATTENDANCE RECORDS:** When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."

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SECTION B: SCHOOL CLOSURE

☒ **Not Applicable (Proceed to Section C)**
☐ **Supplemental Page(s) Attached**

PART I: NATURE OF EMERGENCY (Describe in detail.)

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at https://www.cde.ca.gov/fg/it/j13a.asp if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No

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SECTION C: MATERIAL DECREASE

☐ Not Applicable (Proceed to Section D)
☐ Supplemental Page(s) Attached

PART I: NATURE OF EMERGENCY (Describe in detail.)

Attendance decrease due "Day of Action"

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at https://www.cde.ca.gov/fg/it/j13a.asp if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
Voices College-Bound Language Academy at Stockton	0139907	93.27	2/5/24 - 2/9/24	2/3/25	70	75.05%	23.27
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
	Total:	93.27			70		23.27

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at https://www.cde.ca.gov/fg/it/j13a.asp if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
	Total:	0.00			0.00		0.00

**Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.*

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SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

☑ **Not Applicable (Proceed to Section E)**

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

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Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of Voices College-Bound Language Ac hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names	Board Members Signatures

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ _____ Title: _____ of _____ County, California
(Name) (Signature)

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ _____ Authorizing LEA Name: _____
(Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____ _____
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ _____ Title: _____ of _____ County, California
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

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Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K–12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at https://www.cde.ca.gov/fg/it/j13a.asp for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME:	COUNTY CODE:	DISTRICT CODE:	CHARTER NUMBER (IF APPLICABLE):
Voices College-Bound Language Academy at Mt. Pleasant	43	10439	1743

LEA SUPERINTENDENT OR ADMINISTRATOR NAME:	FISCAL YEAR:
Jaime Mata	24/25

ADDRESS:	COUNTY NAME:
14271 Story Road	Santa Clara

CITY:	STATE:	ZIP CODE:
San Jose	CA	95127

CONTACT NAME:	TITLE:	PHONE:	E-MAIL:
Jaime Mata	COO		jmata@voicescharterschool.com

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

☐ SCHOOL DISTRICT	☐ COUNTY OFFICE OF EDUCATION (COE)	☒ CHARTER SCHOOL
Choose one of the following: ☐ All district school sites ☐ Select district school sites	Choose one of the following: ☐ All COE school sites ☐ Select COE school sites	

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

☐ **SCHOOL CLOSURE:** When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☒ **MATERIAL DECREASE:** When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☐ **LOST OR DESTROYED ATTENDANCE RECORDS:** When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."

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Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

SECTION B: SCHOOL CLOSURE

☒ **Not Applicable (Proceed to Section C)**
☐ **Supplemental Page(s) Attached**

PART I: NATURE OF EMERGENCY (Describe in detail.)

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at https://www.cde.ca.gov/fg/it/j13a.asp if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No

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Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION C: MATERIAL DECREASE

☐ **Not Applicable (Proceed to Section D)**
☐ **Supplemental Page(s) Attached**

PART I: NATURE OF EMERGENCY (Describe in detail.)

Attendance decrease due "Day of Action"

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at https://www.cde.ca.gov/fg/it/j13a.asp if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
Voices College-Bound Language Academy at Mt.Pleas	0132530	94.57	2/5/24 - 2/9/24	2/3/25	43	45.47%	51.57
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
	Total:	94.57			43		51.57

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at https://www.cde.ca.gov/fg/it/j13a.asp if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
	Total:	0.00			0.00		0.00

Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

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Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

☒ **Not Applicable (Proceed to Section E)**

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

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Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of Voices College-Bound Language Ac hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names	Board Members Signatures

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ _____ Title: _____ of _____ County, California
(Name) (Signature)

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ _____ Authorizing LEA Name: _____
(Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____ _____
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ _____ Title: _____ of _____ County, California
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

Powered by BoardOnTrack

Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K–12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at https://www.cde.ca.gov/fg/it/j13a.asp for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME:	COUNTY CODE:	DISTRICT CODE:	CHARTER NUMBER (IF APPLICABLE):
Voices College-Bound Language Academy at Morgan Hill	43	10439	1716

LEA SUPERINTENDENT OR ADMINISTRATOR NAME:	FISCAL YEAR:
Jaime Mata	24/25

ADDRESS:	COUNTY NAME:
16505 Monterey Rd	Santa Clara

CITY:	STATE:	ZIP CODE:
Morgan Hill	CA	95037

CONTACT NAME:	TITLE:	PHONE:	E-MAIL:
Jaime Mata	COO		jmata@voicescharterschool.com

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

☐ SCHOOL DISTRICT	☐ COUNTY OFFICE OF EDUCATION (COE)	☑ CHARTER SCHOOL
Choose one of the following: ☐ All district school sites ☐ Select district school sites	Choose one of the following: ☐ All COE school sites ☐ Select COE school sites	

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

☐ **SCHOOL CLOSURE:** When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☑ **MATERIAL DECREASE:** When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

☐ There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

☐ **LOST OR DESTROYED ATTENDANCE RECORDS:** When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."

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SECTION B: SCHOOL CLOSURE

☒ **Not Applicable (Proceed to Section C)**
☐ **Supplemental Page(s) Attached**

PART I: NATURE OF EMERGENCY (Describe in detail.)

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at https://www.cde.ca.gov/fg/fi/j13a.asp if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No

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CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION C: MATERIAL DECREASE

☐ Not Applicable (Proceed to Section D)
☐ Supplemental Page(s) Attached

PART I: NATURE OF EMERGENCY (Describe in detail.)

Attendance decrease due "Day of Action"

PART II: MATERIAL DECREASE CALCULATION (Use the supplemental Excel file at https://www.cde.ca.gov/fg/it/j13a.asp if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
Voices College-Bound Language Academy at Morgan I	0131748	93.59	2/5/24 - 2/9/24	2/3/25	57	60.90%	36.59
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
	Total:	93.59			57		36.59

PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS (Provide the attendance in hours. Use the supplemental Excel file at https://www.cde.ca.gov/fg/it/j13a.asp if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
	Total:	0.00			0.00		0.00

**Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.*

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SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

☑ **Not Applicable (Proceed to Section E)**

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

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Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of Voices College-Bound Language Ac hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names	Board Members Signatures

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ _____ Title: _____ of _____ County, California
(Name) (Signature)

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ _____ Authorizing LEA Name: _____
(Name) (Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____ _____
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____, _____.

Witness: _____ _____ Title: _____ of _____ County, California
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

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Voices College-Bound Language Academies - Board Meeting - Agenda - Thursday June 5, 2025 at 3:00 PM

Coversheet

Contracts Approvals for the 2025 - 2026 School Year

Section: IV. Consent Items
Item: F. Contracts Approvals for the 2025 - 2026 School Year
Purpose: Vote
Submitted by:
Related Material:
_Master Contract-Therapy Zone for Kidz (25-26).docx.pdf
Complete_with_Docusign_PTI_Voices_Master_con.pdf
GMD Linguistics ICA 24-25_Signed.pdf
K-12_Voices 25_26 Master Contract (Signed).pdf
Master Contract-Little Hands (25-26) 3.docx.pdf
SCCOE 25-26 MOU.pdf
Updated- Voices College Bound - Panorama Solara.pdf
VCBLA_Panorama_Solara Amendment.pdf
Voices College-Bound Language .1238.CharterSAFEInvoice2526.pdf
Voices College-Bound Language .1238.CharterSAFEProposal2526.05-27-2025.pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA VOICES COLLEGE BOUND LANGUAGE ACADEMIES (MORGAN HILL, FLAGSHIP, AND MOUNT PLEASANT)

Contract Year 2025-2026

____ 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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2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Voices College Bound Language Academies

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Therapy Zone for Kidz

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Voices College Bound Language Academies, hereinafter referred to as the local educational agency ("LEA"), a member of the Sonoma County Charter SELPA and Therapy Zone for Kidz (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, 2025 to June 30, 2026 (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)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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).

vi. 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 LEA 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, Juneteenth, 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 the individual 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;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. 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 the individual's 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 prone containment.
7. 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.

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 the individual 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.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for the postponement. (EC section 56043(h).)

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.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

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.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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 (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs 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 pupils 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, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Therapy Zone for Kidz **Nonpublic School/Agency**	Voices College Bound Language Academies **LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
Debbie Neargarder, CEO **Name and Title of Authorized Representative**	Ellyn Magana, Chief Innovation and Strategy Officer **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title Debbie Neargarder	**Name and Title** Ellyn Magana, Chief Innovation and Strategy Officer
Nonpublic School/Agency/Related Service Provider Therapy Zone for Kidz	**LEA** Voices College Bound Language Academies
Address 16360 MONTEREY RD, SUITE 220	**Address** 6840 Via Del Oro, Suite 205
City **State** **Zip** Morgan Hill, CA 95037	**City** **State** **Zip** San Jose, CA 95119
Phone **Fax** (408) 334-0400	**Phone** **Fax** (501) 351-4143
Email therapyzone4kidz@gmail.com	**Email** emagana@voicescharterschool.com

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Therapy Zone for Kidz
The CONTRACTOR CDS NUMBER: 9903323

THERAPY ZONE 4 KIDZ
HELPING CHILDREN REACH THEIR TARGET
(408) 334-0400 • therapyzone4kidz@gmail.com • www.therapyzone4kidz.com
Morgan Hill • 16360 Monterey Road, Ste. 220 Morgan Hill CA, 95037

April 28, 2025

To Whom It May Concern:
The following are the rates for school year 2025-2026:

Occupational Therapy Rate:
RATE OF $180/per hour per student

Evaluation/Triennial Rate:
$1,000
Includes standardized assessment, if appropriate, scoring, report analysis and written report. Does not include IEP meeting time. IEP meeting time will be billed at the $180 hourly rate.

Annual reports will be billed for 1 hour at the $180 hourly rate, to include updating progress on current goals, creating new goals and summary report. Does not include IEP meeting time. IEP meeting time will be billed at the $180 hourly rate.

Quarterly goal updates will be billed for 15 minutes per student at the $180 hourly rate.

Please allow ample time to complete any reports/assessments

1. Written notice of IEP meetings will be given with at least 2 weeks notice prior to meeting.
2. Written notice of a signed assessment plan will be given within 10 days of school receiving assessment plan. Therapy Zone 4 Kidz occupational therapist will be allowed sufficient amount of time to assess, consult and observe the student in the school environment, with a minimum of 30 days to complete the assessment and write the report.
3. If sufficient time is not given, we request that an amendment meeting will be scheduled in order for our therapist to complete the assessment and report write-up.

Thank you
Debbie Neargarder, CEO

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA VOICES ACADEMIES

Contract Year 2025-2026

_____ 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

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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, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

Pathways to Inclusion

Nonpublic School/Agency

By: Signed by: Meghann Cazale 39E4F06ED4064E8... 5/16/2025

Signature **Date**

Meghann Cazale Owner

Name and Title of Authorized Representative

LEA

Voices Academies

LEA Name

By: Signed by: Ellyn Magana 26D45CC6E3694F9... 5/16/2025

Signature **Date**

Ellyn Magana 05/16/2025

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 Magana Chief Innovation Offi
Nonpublic School/Agency/Related Service Provider P.O. Box 1313	**LEA** Voices College Bound Language Academy
Address Woodbridge CA 95258	**Address** 6840 Via del Oro
City **State** **Zip**	**City** **State** **Zip** San Jose, CA 95119
Phone **Fax** (350)221-5128	**Phone** **Fax** 501-351-4143
Email mcazale@pathwaystoinclusion.org	**Email** emagana@voicescharterschool.com

EXHIBIT A: 2025/2026 Contract 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.

INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
VOICES COLLEGE BOUND LANGUAGE ACADEMIES
AND GMD LINGUISTICS

This Agreement is made between Voices College Bound Language Academies, a California based Charter Management Organization with a principal place of business at 6840 Via Del Oro, Suite 205 San Jose, CA 95119, and GMD Linguistics with a principal place of business at .

It is the desire of Voices College Bound Language Academies (herein referred to as Voices) to obtain the services of GMD Linguistics, Independent Contractor. Such services and the relationship between Voices and Independent Contractor shall be governed according to the following terms and conditions:

SECTION 1. SERVICES TO BE PERFORMED. Independent Contractor agrees to perform the services detailed in **Attachment A** on behalf of Voices.

SECTION 2. PAYMENT. In consideration for the services to be performed by Independent Contractor, Voices agrees to pay Independent contractor for the following services for the term of this Agreement:

- **Interpretation Services at a rate of $150 per hour (two hour minimum.)**

SECTION 3. EXPENSES. Independent Contractor shall be responsible for all expenses incurred while performing services under this Agreement. However, Voices , Inc. shall reimburse Independent Contractor for all reasonable, and itemized out-of-pocket expenses with prior approval from Voices, necessarily incurred in connection with the performance of services under this Agreement. Independent Contractor shall submit an itemized statement of such expenses. Voices shall pay Contractor within thirty (30) days from the date of each statement.

SECTION 4. MATERIALS. Independent Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

SECTION 5. CONDITIONS OF INDEPENDENT CONTRACTOR SERVICES. As a condition of Independent Contractor being selected to provide the services detailed in **Attachment A**, Independent Contractor shall provide Voices , Inc. with the following:

- Copy of qualifications, including resume, credential, license(s), or certification for Independent Contractor as they relate to the services provided under **Attachment A**;

- Completion of Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance and Credential Verification **Attachment B**;

SECTION 6. INTELLECTUAL PROPERTY OWNERSHIP. Independent Contractor assigns to Voices all patent, copyright and trade secret rights in anything created or developed by Independent Contractor for Voices under this Agreement. This assignment is conditioned upon full payment of the compensation due Independent Contractor under this Agreement. Independent Contractor agrees to honor the proprietary information of Voices and shall not disclose or circumvent such proprietary information now

or in the future. Upon the conclusion of this Agreement, the Independent Contractor shall return all records, files, contacts and other proprietary information to Voices . However, Voices shall reimburse Independent Contractor for all reasonable actual expenses necessary to carry out the terms of this Section.

SECTION 7. TERM OF AGREEMENT. This agreement will become effective when signed by both parties and will terminate the date either party terminates the Agreement as provided below.

SECTION 8. TERMINATING THE AGREEMENT. During the term of this Agreement, either party may terminate the Agreement without cause or advance notice at any time by providing written notice to the other party.

This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; or (c) the death or permanent disability of either party; or (d) material breach of any term or condition of this Agreement.

SECTION 9. INDEPENDENT CONTRACTOR STATUS. Independent Contractor is an independent contractor, not an employee of Voices. Independent Contractor's employees or subcontractors are not Voices employees. Independent Contractor and Voices agree to the following rights consistent with an independent contractor relationship:

(a) Independent Contractor has the right to perform services for others during the term of this Agreement.
(b) Independent Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
(c) Independent Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
(d) Independent contractors are not eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of Voices.

SECTION 10. WORKERS' COMPENSATION. Voices shall not obtain workers' compensation insurance on behalf of Independent Contractor. If Independent Contractor hires employees to perform any work under this Agreement, Independent Contractor will obtain workers' compensation insurance for those employees to the extent required by law.

SECTION 11. LOCAL, STATE AND FEDERAL TAXES. Independent Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. Voices will not:

(a) Withhold FICA from Independent Contractor's payments or make FICA payments on Independent Contractor's behalf;
(b) Make state or federal unemployment compensation contributions on Independent Contractor's behalf; or
(c) Withhold state or federal income tax from Independent Contractor's payments.

If Independent Contractor is required to pay any federal, state or local sales, use,

property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to Voices .

SECTION 12. CONFIDENTIALITY. Independent Contractor acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by Voices in connection with the operation of its business. Agreement shall remain confidential and shall not be communicated to any person or entity other than appropriate Voices personnel.

SECTION 13. EXCLUSIVE AGREEMENT. This is the entire Agreement between Independent Contractor and Voices. All previous agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby.

SECTION 14. MODIFYING THE AGREEMENT. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both parties.

SECTION 15. DISPUTE RESOLUTION. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Contra Costa County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Contra Costa County. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.

SECTION 16. LIMITED LIABILITY. This provision allocates the risks under this Agreement between Independent Contractor and Voices. Independent Contractor's pricing reflects the allocation of risk and limitation of liability specified below.

SECTION 17. LIABILITY AND INDEMNIFICATION. With regard to the services to be performed by the Independent Contractor pursuant to the terms of this Agreement, Voices shall not be liable to the Independent Contractor, or to anyone who may claim any right due to any relationship with the Independent Contractor, for any acts or omissions of Voices, except when said acts or omissions of are due to willful misconduct or gross negligence.

SECTION 18. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement;
(b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
(c) When sent by fax to the last fax number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

SECTION 19. NO PARTNERSHIP. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

SECTION 20. INTERPRETATION AND OPPORTUNITY FOR COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

SECTION 21. APPLICABLE LAW. This Agreement will be governed by the laws of the State of California.

SIGNATURES:

CONTRACTOR

GMD Linguistics
Contractor

By: 23 April 25
Signature **Date**

Gabriel Dubois
Name and Title of Authorized Representative

BUSINESS

Voices College Bound Language Academies
School

By: Signed by: Ellyn Magana 4/24/2025
Signature **Date**

Ellyn Magaña
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to Business shall be addressed to:**
Name	**Name and Title** Ellyn Magana, Chief Innovation and Strategy Officer
Name of Contact GMD Linguistics	**Name of Business** Voices College Bound Language Academies
Address	**Address** 6840 Via Del Oro, Suite 205
City **State** **Zip**	**City** **State** **Zip** San Jose, CA 95119
Phone **Fax**	**Phone** **Fax** (501) 351-4143
Email	**Email** emagana@voicescharterschools.org

Attachment A
Scope of Services

Obligations of Provider:

1. Conduct interpretation services in accordance with the Individuals with Disabilities Education Act (IDEA.)
2. Assist with the oral interpretation of Special Education Assessments under the direction of the school psychologist.
3. Provide exceptional customer service to school staff, parents/guardians and students.

Obligation of the Business:

1. Submit payment to the provider within 30 business days of invoice.
2. Communicate open assessment needs.

Attachment B

Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

This form is to be completed with respect to the Agreement **between Voices and Voices.**

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

☒The Independent Contractor hereby certifies to Voices that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), asex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. The Independent Contractor shall also request and receive subsequent arrest and conviction notifications for all such employees from the California Department of Justice to ensure ongoing safety of students and report any new notifications of arrests and convictions to Voices .

☒The Independent Contractor hereby certifies to Voices that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. The Independent Contractor requires all new employees to provide the Independent Contractor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. The Independent Contractor maintains current TB clearances for all such employees.

☒The Independent Contractor hereby certifies to Voices that it has verified that all of the Independent Contractor's employees hold a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(l).

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA VOICES ACADEMIES

Contract Year 2025-2026

____ 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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2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Voices Academies

NONPUBLIC AGENCY/RELATED SERVICES PROVIDER: K12 Health

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Voices Academies, hereinafter referred to as the local educational agency ("LEA"), a member of the Sonoma SELPA and K12 Health (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.

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

<u>After sixty (60) business days</u>: 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, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

K12 Health

Nonpublic School/Agency

By: DocuSigned by: B457...4129D451... 5/16/2025

Signature **Date**

Marianne Ackerland School nurse

Name and Title of Authorized Representative

LEA

Voices Academies

LEA Name

By: Signed by: Ellyn Magana 26D45CC6E3694F9... 5/16/2025

Signature **Date**

Ellyn Magana 05/16/2026

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title Marianne Ackerland School nurse	**Name and Title** Ellyn Magana Chief Innovation Off
Nonpublic School/Agency/Related Service Provider K12 Health	**LEA** Voices College Bound Language Academy
Address PO Box 537	**Address** 6840 Via del Oro
City Plymouth, CA. 95669 **State** **Zip**	**City** San Jose, CA 95119 **State** **Zip**
Phone 916-825-2177 (cell) **Fax**	**Phone** 501-351-4143 **Fax**
Email marianne.akerland@k12health.com	**Email** emagana@voicescharterschool.com

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: K12 Health
The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)		
Language and Speech (415)		
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)	$150.00 per hour	
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)		

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

-CONTRACTOR-	-LEA/SELPA-
(Name of Nonpublic School/Agency)	(Name of LEA/SELPA)
(Signature) (Date)	(Signature) (Date)
(Name and Title)	(Name of Superintendent or Authorized Designee)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA VOICES COLLEGE BOUND LANGUAGE ACADEMIES (MORGAN HILL, FLAGSHIP, WEST CONTRA AND MOUNT PLEASANT)

Contract Year 2025-2026

____ 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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2025-2026 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Voices College Bound Language Academies

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Little Hands Occupational Therapy, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Voices College Bound Language Academies, hereinafter referred to as the local educational agency ("LEA"), a member of the Sonoma County Charter SELPA and Little Hands Occupational Therapy, Inc. (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, 2025 to June 30, 2026 (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)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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).

vi. 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 LEA 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, Juneteenth, 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 the individual 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;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. 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 the individual's 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 prone containment.
7. 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.

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 the individual 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.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for the postponement. (EC section 56043(h).)

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.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

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.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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 (5^{th}) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs 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 pupils 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, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Little Hands Occupational Therapy, Inc **Nonpublic School/Agency**	Voices College Bound Language Academies **LEA Name**
By: Gabrielle Perelmuter 4/21/2025 **Signature** **Date**	**By:** Ellyn Magaña 4/22/25 **Signature** **Date**
Gabrielle Perelmuter, MOT OTR/L **Name and Title of Authorized Representative**	Ellyn Magana, Chief Innovation and Strategy Officer **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title Emily O'brien	**Name and Title** Ellyn Magana, Chief Innovation and Strategy Officer
Nonpublic School/Agency/Related Service Provider Little Hands Occupational Therapy, Inc	**LEA** Voices College Bound Language Academies
Address 500 Tamal Plaza Suite 505	**Address** 6840 Via Del Oro, Suite 205
City **State** **Zip** Corte Madera, CA 94925	**City** **State** **Zip** San Jose, CA 95119
Phone **Fax** (415) 758- 2768	**Phone** **Fax** (501) 351-4143
Email eo@littlehandsot.com	**Email** emagana@voicescharterschool.com

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Little Hands Occupational Therapy, Inc
The CONTRACTOR CDS NUMBER: 9901852

Little Hands Occupational Therapy, Inc.

500 Tamal Plaza, Suite 505
gp@littlehandsot.com
(415) 531-3027

2025/2026 School Year: Voices College-Bound Language Academy

School Contracting NPA Service Rates

IP or Virtual Occupational Therapy OTR Services: $170/Hour (direct therapy and documentation) per student

IP or Virtual Speech and Language Pathology (SLP or CF) Services: $180/hour (direct therapy and documentation) per student

IEP hours: $205/Hour (meeting, documentation and assessment) per student

Day Rate in person or virtual: **Full Day** (school day 7): 1,500daily rate. **Half Day** (3-4 hours): $800

*Additional drive time compensated at therapist's hourly rate

Santa Clara County Office of Education
Dr. Charles Hinman
Interim County Superintendent of Schools

Informational Bulletin
For Santa Clara School Districts

District Business and Advisory Services

Bulletin: 25-022

Date: April 2, 2025

To: Charter School Administrators

From: Susan Ady, Director - District Business Services
Nghia Do, Advisor - District Business Services

Re: Direct-Funded Charter School Retirement Reporting Agreement for Fiscal Year 2025-26

Deadline: July 1, 2025

The purpose of this bulletin is to remind all directly funded charter schools to submit the attached *Agreement for Charter School Retirement Reporting Services* together with the annual fee of $3,500 for fiscal year 2025-26 on or before July 1, 2025. Please mail the check and signed agreement to:

Santa Clara County Office of Education
Attn: District Business & Advisory Services
1290 Ridder Park Drive, MC 252
San Jose, CA 95131-2304

The agreement and the fee are required for all direct funded charter schools that offer retirement benefits to their employees through the California State Teachers Retirement System (CalSTRS) and use the services of the Santa Clara County Office of Education (SCCOE) to process the monthly CalSTRS retirement reports.

To participate in the CalSTRS retirement program, charter schools must meet the following criteria:

- Be recognized as a public charter school by the California Department of Education.
- Elect to participate in CalSTRS and enroll eligible employees as CalSTRS members.
- Provide documentation to CalSTRS via a school district or county office of education. In accordance with Education Code 47611.3, a school district or county office of education may charge the charter school for the cost of providing reporting services.

If a charter school elects to participate in CalSTRS, the charter school is required to inform all applicants for positions within the charter school, of the retirement system options offered to the employees of the charter school. If a charter school chooses to make the CalSTRS Retirement Plan available, all employees of the charter school who perform creditable service shall be entitled to have that service covered under the CalSTRS plan. Additionally, once a charter school elects to participate in CalSTRS, all parts of the Teachers' Retirement Law shall apply (Education Code 47611).

Please distribute this memo within your District as deemed appropriate.

County Board of Education: Maimona Afzal Berta, Victoria Chon, Raeena Lari, Jorge Pacheco Jr, Don Rocha, Jessica Speiser, Tara Sreekrishnan

Santa Clara County Office of Education

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

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

1. Overview

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

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

2. Goals

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

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

3. Responsibilities

3.1. The Agency Responsibilities:

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

3.2. The SCCOE Responsibilities:

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

Santa Clara County Office of Education

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

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

Name: _____

Title:_____

E-Mail: _____

Phone: _____

4. Duration of Agreement

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

5. Articulation of Monies/Compensation

- The Charter agrees to pay the SCCOE for the services described under this Agreement as follows:
  - $3,500 per year to be paid upon signing and submission of this Agreement (On or before July 1 of every year).
  - A processing fee of $500 for each submitted retirement data file that is not acceptable and must be replaced and reprocessed. These fees shall be assessed monthly and are payable upon demand.
  - An accumulated late fee of $100 per day for a contribution remittance received after the due date.
  - An accumulated late fee of $100 per day for a file submission received after the due date
- The Charter agrees to reimburse the SCCOE for any penalties and/or other levies assessed by CalSTRS that were caused by acts of the Charter.

6. Other Terms

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

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

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

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

Santa Clara County Office of Education

remedies upon any person or entity other than the Parties.

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

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

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

7. Insurance/Hold Harmless

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

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

8. Execution Authority

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

9. Electronic Signatures/ Signatures

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

Authorized Signatures: continued on the next page

Santa Clara County Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: _____

Title: _____

Date: _____

Address: _____

_____

Phone: _____

Email: _____

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

By: _____
Signature of Authorized Agency Official

Name: _____

Title: _____

Date: _____

Address: _____

_____

Phone: _____

Email: _____

Approved by the Charter Governing Board on:

Date: _____

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

v. 11/01/2021

Panorama Solara Partnership Addition: Voices College-Bound Language Academies



This proposal contains all details relevant to scope of work, pricing, and implementation as requested by Voices College-Bound Language Academies

Proposal prepared by Alex Bos
abos@panoramaed.com | 339-244-3448

PANORAMA EDUCATION

Proposed Partnership for Voices College-Bound Language Academies

Key Goals:

- **Give teachers back time for deeper, student-centered learning**
  Auto-generate cross-curricular, standards-aligned lessons so teachers can focus on facilitating—not just planning—rigorous instruction.

- **Drive meaningful growth through personalized, real-time supports**
  Turn Panorama's student data into targeted scaffolds and extensions for project-based and interdisciplinary learning.

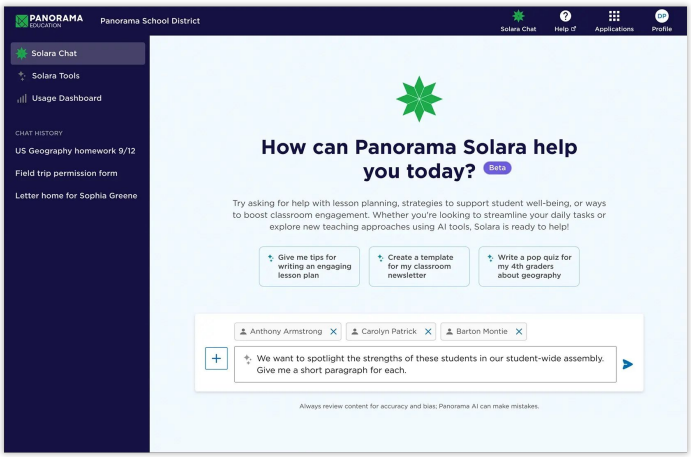
- **Ensure multilingual and diverse learners fully engage in PBL**
  Deliver differentiated, culturally responsive content that ensures access to complex, inquiry-driven work for every student..

PANORAMA EDUCATION

Panorama Solara

Your Customizable, District-Wide AI Platform

PANORAMA EDUCATION



Your Customizable, District-Wide AI Platform

Panorama is here to help you navigate the AI revolution with a secure, built for K-12 platform designed to support your district's unique goals and needs.

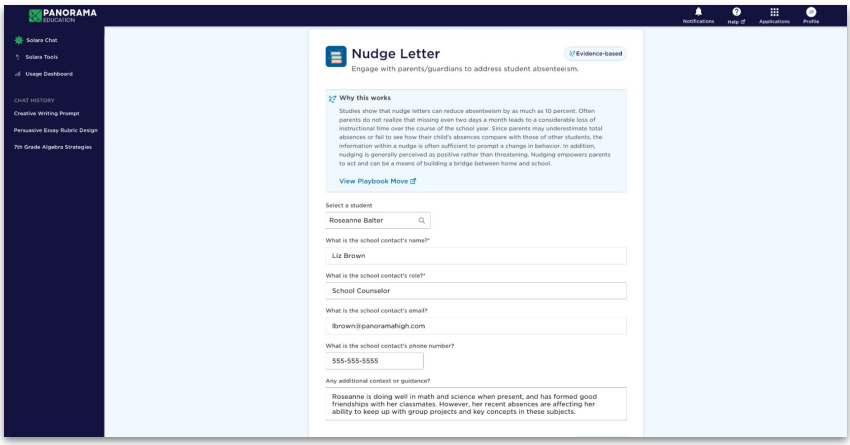
Best-in-Class Security & Privacy

- Built on AWS with strict separation of district data from AI models
- No personally identifiable information (PII) used for model training
- Secured from public internet traffic, with full audit trail available at all times
- Verified for security with Student Privacy Pledge and SOC 2 Type 2 compliance

SOC 2 TYPE 2
AICPA SOC

EDSAFE AI ALLIANCE

STUDENT PRIVACY PLEDGE



Personalized Student Supports

Securely connects with your district's documents and Panorama data, providing AI-powered insights at the student level across academic performance, attendance, behavior, and survey results.

Current Agreement(s): End Date - June 15, 2026		
Survey Platform	Student, teacher/staff & family surveys	$7,125
Student Success Platform	Dashboards and reporting for teachers, student support staff, school administrators, and district administrators. Inclusive of intervention tracking & Panorama Playbook.	$10,350
Check-in's	Check-ins surveys and reporting	$1,035
Behavior Logging & Analytics	Access to Behavior reporting and incident data in Student Success. Includes: Incident Action; Incident Outcome; Month; Day of the Week; Severity (Major/Minor); Location.	$3,450
Foundations Teaching & Learning Package	3 Virtual PD sessions per year	$3,750
	Annual Partnership Cost:	**$25,710.00**
Expansion Agreement: June 16, 2025 - June 15, 2026 *****Based on Proposal*****		
Solara	Panorama Solara is a purpose-built AI chat application designed specifically for K-12 districts. Panorama Solara includes access to chat application, and Panorama Playbook.	$10,000
	Annual Partnership Cost:	**$10,000**
Total Annual Partnership Cost		**$35,710**

About Panorama Education



Panorama Education is an independent, secure software platform that school districts use to first understand how each student is progressing in all aspects of their education–academics; life skills, behavior; social-emotional learning; college and career readiness–and then use that understanding to create and coordinate personalized support so that every student gets what they need to deserve to thrive.

Our products are grounded in research and evidence, used in 2,000 school districts in all 50 states, and built with a rigorous commitment to data security and privacy.

PANORAMA EDUCATION

24 School Street, 4th Floor
Boston, MA 02108
www.panoramaed.com

AMENDMENT

Amending Service Order:
Original Agreement Effective Dates: 6/16/2023 - 6/15/2026

Voices College-Bound Language Academies
6840 Via Del Oro Ste 205
San Jose / CA / 95119

Panorama Education, Inc.
24 School St, Second Floor
Boston, MA 02108
Contact:
Account Management Team
contact@panoramaed.com
(617) 356-8123

Primary Contact Name: *Ellyn Magaña*
Primary Contact Phone Number: *(408)571-6404*
Primary Contact Email Address: *emagana@voicescharterschool.com*

Invoiced on Effective Date, Net 30
Pricing Valid Through: 06/13/2025

(1) Description of Services and (2) Fees	**Effective Date: June 16, 2025** **Contract Term: 12 Months**
Licenses/Services	**Fees Over Term**
Solara: Panorama Solara is a purpose-built AI chat application designed specifically for K-12 districts. Panorama Solara includes access to chat application, and Panorama Playbook.	**$ 10,000.00**
Total Fee Adjustment:	**$ 10,000.00**

(3) Agreement

This Agreement is an amendment to Service Order indicated within the Amending Service Order section above. Except as modified herein, all other terms and conditions of the aforementioned Service Order shall remain in full force and effect.

(4) Supplemental Terms and Conditions (if any)

(5) Client Accounts Payable Information

Accounts Payable Contact Name	

Accounts Payable Phone Number	
Accounts Payable Email Address	
Will Client Be Submitting Purchase Order?	YES [ ] NO [ ]

Authorization		
By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.		
Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

CharterSAFE
BE SAFE • FEEL SAFE

INVOICE

Invoice Date: May 27, 2025
Account Number: 1238

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

CONTACT: Nancy Ortiz

ADDRESS: 6840 Via Del Oro, Suite 205
San Jose, CA 95119

Member Contribution for Policy Year 2025-2026

(Choose one option)	Amount	Due Date
❑ **Payment in Full**	**$589,959.00**	**Due Now**
❑ **Installment Plan:**		
Deposit (25%)	**$147,490.00**	**Due Now**
Monthly Installment	**$49,163.00**	**August 01, 2025**

9 installments due the 1st of every month

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

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

Questions/Comments:
Pilar Archer
Managing Director, Finance and Technology
Email: parcher@chartersafe.org

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

1238
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CharterSAFE
BE SAFE • FEEL SAFE

2025-2026 Membership Renewal Proposal

Prepared for Named Member:

Voices College-Bound Language Academies

Coverage Effective:

July 01, 2025 at 12:01 AM - July 01, 2026 at 12:00 AM

California Charter Schools Joint Powers Authority
P.O. Box 969, Weimar, CA 95736
Phone: 888.901.0004
www.chartersafe.org

Issued: May 27, 2025 at 6:55 am

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Nancy,

CharterSAFE is pleased to present your membership renewal for the 2025-2026 year. Your membership includes the following:



For a more detailed listing of our member services, please contact Karli Daniels at kdaniels@chartersafe.org.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII ($50M policyholder surplus minimum) or higher or are placed with a California joint powers authority in good standing.

REQUIRED SIGNATURES:

To bind coverage, you must login to the CharterSAFE web portal to complete and sign the Member Renewal Acceptance.

1. Login to the CharterSAFE website at www.CharterSAFE.org using the Policyholder Account (the same one you used to complete the renewal application)
2. Hover over the Member Portal tab at the top of the page and click on "Member Contribution Form"
3. Checkmark one payment option and electronically sign the "Member Contribution Summary"

We look forward to working with you in the 2025-2026 year!

Thank you,

The CharterSAFE Team

CharterSAFE • Protecting Schools. Promoting Safety. Customizing Insurance.

1238
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SELF
P,WC

MEMBER CONTRIBUTION SUMMARY

Named Member:

Voices College-Bound Language Academies

Coverage Effective: July 01, 2025 at 12:01 AM - July 01, 2026 at 12:00 AM

Your CharterSAFE Insurance Program includes the following coverages:

Liability & Property Package Member Contribution	**$402,701.00**

Core Liability Program
- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Childhood Sexual Assault Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

Crime
Property
Student & Volunteer Accident

Additional Program Coverages
- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability
- Deadly Weapons Protection

Workers' Compensation & Employer's Liability Member Contribution	**$187,258.00**
Total Member Contribution	**$589,959.00**

Member can choose one of two payment options when accepting the proposal online	**Payment in Full - $589,959.00** **Installment Plan** • Deposit (25%) - Due Now - $147,490.00 • 9 Monthly Installments - $49,163.00

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

Invoices shall become delinquent thirty (30) calendar days from installment due date. **CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.**

Proposal Acceptance: Go to www.chartersafe.org and sign on to complete the Member Renewal acceptance.

1. Login to the CharterSAFE website at www.CharterSAFE.org using the Policyholder Account (the same one you used to complete the renewal application)
2. Hover over the Member Portal tab at the top of the page and click on "Member Contribution Form"
3. Checkmark one payment option and electronically sign the "Member Contribution Summary"

By signing online, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

EXPOSURES & LOCATIONS

Mailing Address

6840 Via Del Oro, Suite 205
San Jose, CA 95119

Member contributions are calculated based on the exposures listed below, which represent the total sum of all scheduled locations.

Student Count	**1,866**
Employee Count	**260**
Annual Estimated Payroll	**$16,021,885.00**
Total Insured Value	**$26,259,111.00**
Building Value (owned or required to insure)	$24,643,500.00
Tenant Improvements	$0.00
Portable Value	$0.00
Content Value	$1,282,500.00
Electronic Data Processing (EDP) Value	$333,111.00
Number of Portables	**0**

Scheduled Locations and Breakdown of Exposures

Location ID: 21436
Voices College Bound Language Academy At Stockton: 321 E Weber Ave.
Stockton, CA, 95202
Leased/Owned: **Leased**

Students:	**240**
Employees:	**25**
Payroll:	**1,571,935.00**
Total TIV:	**6,914,250.00**
Building Value:	6,825,000.00
Tenant Improvements:	0.00
Portable Value:	0.00
Content Value:	52,500.00
EDP Value:	36,750.00
# of Portables:	**0**

Location ID: 22499
Voices College Bound Language Academy At West Contra Costa: 201 28th St.
Richmond, CA, 94804
Leased/Owned: **Leased**

Students:	**417**
Employees:	**50**
Payroll:	**3,200,000.00**
Total TIV:	**75,000.00**
Building Value:	0.00
Tenant Improvements:	0.00
Portable Value:	0.00
Content Value:	37,500.00
EDP Value:	37,500.00
# of Portables:	**0**

Location ID: 19121
Voices College-Bound Language Academies CMO: 6840 Via Del Oro, Suite 160
San Jose, CA, 95119
Leased/Owned: **Leased**

Students:	**0**
Employees:	**25**
Payroll:	**3,300,000.00**
Total TIV:	**75,000.00**
Building Value:	0.00
Tenant Improvements:	0.00
Portable Value:	0.00
Content Value:	37,500.00
EDP Value:	37,500.00
# of Portables:	**0**

Location ID: 22053
Voices College-Bound Language Academy At Morgan Hill: 16505 Monterey Road
Morgan Hill, CA, 95037
Leased/Owned: **Leased**

Students:	**460**
Employees:	**51**
Payroll:	**2,400,000.00**
Total TIV:	**9,712,500.00**
Building Value:	9,712,500.00
Tenant Improvements:	0.00
Portable Value:	0.00
Content Value:	0.00
EDP Value:	0.00
# of Portables:	**0**

Location ID: 14193

Voices College-Bound Language Academy: 715 Hellyer Ave

San Jose, CA, 95111

Leased/Owned: **Owned**

Students:	**429**
Employees:	**65**
Payroll:	**3,100,000.00**
Total TIV:	**8,964,711.00**
Building Value:	8,106,000.00
Tenant Improvements:	0.00
Portable Value:	0.00
Content Value:	787,500.00
EDP Value:	71,211.00
# of Portables:	**0**

Location ID: 14195

Voices College-Bound Language Acadmey At Mt. Pleasant: 14271 Story Rd.

San Jose, CA, 95127

Leased/Owned: **Leased**

Students:	**320**
Employees:	**44**
Payroll:	**2,449,950.00**
Total TIV:	**517,650.00**
Building Value:	0.00
Tenant Improvements:	0.00
Portable Value:	0.00
Content Value:	367,500.00
EDP Value:	150,150.00
# of Portables:	**0**

Vehicles

None scheduled.

CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: **$55,000,000** Per Member Aggregate

Directors & Officers, Employment Practices, and Fiduciary Liability

Directors & Officers Liability Retroactive Date: **07/01/2011**
Employment Practices Liability Retroactive Date: **07/01/2011**
Fiduciary Liability Retroactive Date: **07/01/2012**

Coverages	Limits	Deductibles
Directors & Officers and Company Liability	$5,000,000 per **claim** and Named Member aggregate	$15,000.00 per **claim**
Employment Practices Liability	$5,000,000 per **claim** and Named Member aggregate	$15,000.00 per **claim**
Fiduciary Liability	$1,000,000 per **claim** and Named Member aggregate	$0
Reporting:	Claims must be reported immediately to CharterSAFE and to not exceed sixty (60) days after policy expiration. Coverage is provided on a claims-made basis.	

General Liability

Coverages	Limits	Deductibles
Bodily Injury and Property Damage	$5,000,000 per occurrence and Named Member aggregate	$2,500 per occurrence for bodily injury arising out of participation in a school sponsored *High-Risk Activity**
Premises Medical Payment	$10,000 per person $50,000 per occurrence	$0
Products and Completed Operations	$5,000,000 per occurrence and Named Member aggregate	$0
Fire Legal/Damage to Premises Rented Sublimit	$1,000,000 per occurrence	$0
*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact Karli Daniels at kdaniels@chartersafe.org		

Employee Benefits Liability

Coverages	Limits	Deductibles
Employee Benefits Liability	$5,000,000 per occurrence and Named Member aggregate	$0

Educator's Legal Liability

Coverages	Limits	Deductibles
Educator's Legal Liability	$5,000,000 per occurrence and Named Member aggregate	$2,500 per occurrence
Special Education Program Legal Expense Coverage - Reimbursement Sublimit	$50,000 per occurrence/ aggregate reimbursement sublimit $5,000,000 CharterSAFE Members' Combined Annual Aggregate	$7,500 per occurrence

Childhood Sexual Assault Liability

Childhood Sexual Assault Liability Retroactive Date: **07/01/2021**

Coverages	Limits	Deductibles
Childhood Sexual Assault Liability	$5,000,000 per **claim** and Named Member aggregate	$0 if school completes training mandate* $125,000 if school does not complete training mandate*
Reporting:	Claims must be reported immediately to CharterSAFE and to not exceed sixty (60) days after policy expiration. Coverage is provided on a claims-made basis.	
***Training Mandate** Members must complete the CharterSAFE Mandated Reporter Training in compliance with State and Federal requirements. Should a loss occur, if all employees involved, including mandated reporters, respectively completed the CharterSAFE Mandated Reporter Training, the deductible is waived. If not all employees involved completed the CharterSAFE Mandated Reporter Training, there is a $125,000 deductible.		
CLAIM means: All notices or **SUITS** demanding payment of money based on, or arising out of the same **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** or series of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** by one or more persons. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.		

Law Enforcement Activities Liability

Coverages	Limits	Deductibles
Law Enforcement Activities Liability	$5,000,000 per occurrence and Named Member aggregate	$0

Automobile

Coverages	Limits	Deductibles
Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos	$5,000,000 per occurrence and Named Member aggregate	$0
Auto Physical Damage*	$2,000,000 per occurrence and Named Member aggregate	$1,000 per occurrence for Hired Auto Physical Damage
*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.		

Excess Liability - SELF

Coverage Provided by:	Schools Excess Liability Fund (SELF)
Coverage:	Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions.
Limits:	$50,000,000 per occurrence/**claim** and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the $5M limits above to total a limit of $55M.

CharterSAFE is a single member of SELF, a not-for-profit scholastic JPA in California, for excess liability coverage. Please note that SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with different terms, conditions, and exclusions. You can access SELF JPA's information at www.selfjpa.org.

Employment Practices Liability coverage within the SELF layer includes ONLY these three types: wrongful termination, discrimination, and/or sexual harassment.

CRIME

Coverages	Limits	Deductibles
Money and Securities	$1,000,000 per occurrence and Named Member aggregate	$2,500 per occurrence
Forgery or Alteration		$2,500 per occurrence
Employee Dishonesty		$5,000 per occurrence
Computer and Funds Transfer Fraud		$2,500 per occurrence

PROPERTY

Perils Include: Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

Valuation: Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section

Coverages	Limits	Deductibles
Property	As scheduled with CharterSAFE subject to th maximum limit of $100,000,000 per occurrence and aggregate. See "Exposures & Locations" section for scheduled limits. Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$1,000 per occurrence for all other covered peril **Causes of Loss:** 1. Water Damage: $2,500 per occurrence 2. Wildfire: $10,000 per occurrence
Boiler & Machinery / Equipment Breakdown	As scheduled with CharterSAFE subject to th maximum limit of $100,000,000 per occurrence and aggregate. See "Exposures & Locations" section for scheduled limits. Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$1,000 per occurrence
Business Interruption	$10,000,000 per occurrence	$1,000 per occurrence
Extra Expense	$5,000,000 per occurrence and $10,000,000 CharterSAFE Members' Combined Annual Aggregate	$1,000 per occurrence

PLEASE NOTE:

Renovation and construction projects valued over $200,000 in hard and soft costs are not covered unless specifically endorsed onto the policy. If you have a renovation/construction project valued over $200,000 in hard and soft costs, please contact your CharterSAFE Representative: Karli Daniels at kdaniels@chartersafe.org. CharterSAFE is able to endorse builder's risk coverage for renovation projects up to $10,000,000 onto your policy. Additional member contribution would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact Kiki Goldsmith (kiki_goldsmith@ajg.com/ 949-349-9842).

STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
Student Accident	$50,000 per injury/accident 104 Week benefit period	$2,500 per injury/accident for *High-Risk Activities**
Volunteer Accident	$25,000 per injury/accident 104 Week benefit period	$2,500 per injury/accident for *High-Risk Activities**
*A list of *High-Risk Activities* is available at www.chartersafe.org or you may contact Karli Daniels at kdaniels@chartersafe.org		

Terms & Conditions:

- Coverage is provided on an excess basis but would become primary should the student or volunteer not have health insurance.
- Claim submission deadline: Ninety (90) days after the date of incident.

Optional Catastrophic Student Accident Coverage:

If interested in obtaining higher limits with or without sports included, please contact:

Gallagher
2050 Main Street, Suite 1250
Irvine, CA 92612

Kiki Goldsmith
Client Service Executive
kiki_goldsmith@ajg.com
949-349-9842

ADDITIONAL PROGRAM COVERAGES

Pollution Liability and First Party Remediation

Coverages	Limits	Deductibles
Pollution Liability and First Party Remediation	$1,000,000 per pollution condition or indoor environmental condition and aggregate $5,000,000 CharterSAFE Members' Combined Annual Aggregate Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$10,000 per pollution condition
Reporting:	Claim must be reported to CharterSAFE within sixty (60) days after policy expiration. **Coverage is provided on a claims-made basis.**	

Terrorism Liability

Coverages	Limits	Deductibles
Terrorism Liability	$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	$0
Reporting:	Claim must be reported to CharterSAFE within sixty (60) days after policy expiration. **Coverage is provided on a claims-made basis.**	

Terrorism Property

Coverages	Limits	Deductibles
Terrorism Property	As scheduled with CharterSAFE subject to the maximum limit of $20,000,000 per occurrence See "Exposures & Locations" section for schedule limits Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$1,000 per occurrence

Cyber Liability

Coverages	Limits	Deductibles
Cyber Liability	$1,000,000 per **claim** $10,000,000 CharterSAFE Members' Combined Annual Aggregate	*Varies Based on Levels Noted Below
Ransomware Sublimits (inclusive with Cyber Liability Coverages)	Qualification Level 1 $1,000,000 ransom payment sublimit* $1,000,000 ransomware limit Qualification Level 2 $500,000 ransom payment sublimit* $1,000,000 ransomware limit Qualification Level 3 $50,000 ransom payment sublimit* $750,000 ransomware limit	Level 1 $10,000 per **claim** Level 2 $25,000 per **claim** Level 3 $75,000 per **claim**
Reporting:	Claim must be reported to CharterSAFE within sixty (60) days after policy expiration. **Coverage is provided on a claims-made basis.**	

***Requirement for Coverage to be in effect:**

Qualification Level 1 - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud or offline using separate credentials; (3) implemented an EDR tool or MDR service.
Qualification Level 2 - submitted cyber application and have implemented (1) MFA for all remote systems access by faculty, staff, and contractors; (2) backup data is stored in a cloud of offline using separate credentials.
Qualification Level 3 - Members who did not submit a cyber application, do not meet the security requirements, and/or net income of budget is less than or equal to $0.

If a Named Member is controlled or managed by a single entity, group or board of directors, or governed under the terms of a common charter or set of bylaws, or has data under its care, custody and control in a shared network environment with any other Named Member they will share a single limit.

Deadly Weapons Protection

Coverages	Limits	Deductibles
Deadly Weapons Protection	$500,000 per occurrence of a Deadly Weapon Event $2,500,000 CharterSAFE Members' Combined Annual Aggregate Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.	$0

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	$0
Employer's Liability	$5,000,000 per Accident $5,000,000 by Disease per Employee $5,000,000 by Disease Policy Limit	$0

Auditable:

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

Coversheet

Contract Ratifications

Section: IV. Consent Items
Item: G. Contract Ratifications
Purpose:
Submitted by:
Related Material: Admendment_to_Independent_Contractor_-_Lizzette_Ramirez.pdf

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT
Between Voices College-Bound Language Academies and Lizette Ramirez

This Amendment ("Amendment") is made and entered into as of May 22, 2025 by and between the Board of Directors of Voices College-Bound Language Academies ("VCBLA") and Lizette Ramirez ("CONTRACTOR"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Independent Contractor Agreement dated January 28, 2025 (the "Agreement"), under which CONTRACTOR provides services as for the 2024-2025 academic year; and

WHEREAS, Section 17 of the Agreement provides that any amendments or modifications must be set forth in writing and signed by both Parties; and

WHEREAS, the Parties desire to amend the Agreement to increase the not-to-exceed compensation amount by $6,000 for the remainder of the 2024-2025 school year;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Amendment to Compensation (Section 3):**
   The not-to-exceed compensation amount set forth in Section 3 of the Agreement is hereby increased by Six Thousand Dollars ($6,000), for a new total not-to-exceed amount of Twenty-Four Thousand Dollars ($24,000) for the 2024-2025 academic year. All other terms regarding rates and payment procedures remain unchanged.

2. **No Other Changes:**
   Except as expressly amended herein, all other terms, conditions, and provisions of the Agreement remain in full force and effect.

3. **Counterparts:**
   This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

Aldo Ramirez_____
For Voices College-Bound Language Academies
Date: _____

Lizette Ramirez_____
CONTRACTOR
Date: _____

INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
VOICES COLLEGE-BOUND LANGUAGE ACADEMIES AND Lizzette Ramirez

THIS INDEPENDENT AGREEMENT (hereinafter referred to as "Agreement") is made and entered into as of the date below by and between the Board of Directors ("Board") of Voices College-Bound Language Academy ("VCBLA"), a California Non-Profit Public Benefit Corporation and Ramirez hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS, VCBLA is a corporation, organized and operating exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, VCBLA is authorized pursuant to its Articles of Incorporation and By-Laws to contract for the services of an individual with expertise as an enrichment specialist to provide extra-curricular services at VCBLA and to perform the scope of services outlined in the attached document which is incorporated into this Agreement as Statement of Work.

WHEREAS, VCBLA desires to contract with Contractor to provide services by way of this Agreement and Contractor is qualified to perform such duties; and

WHEREAS, Contractor and VCBLA desire to formalize this contractual arrangement by way of this Agreement;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual terms and conditions contained herein, the parties hereby agree as follows:

AGREEMENT

1. **INDEPENDENT CONTRACTOR:** Subject to the terms and conditions of this Agreement, VCBLA hereby engages Contractor as an independent contractor to perform the services outlined in attached Statement of Work, and CONTRACTOR hereby accepts such engagement. CONTRACTOR enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall CONTRACTOR look to VCBLA as his/her employer, or as a partner, agent, or principal. CONTRACTOR shall not be entitled to any benefits afforded to VCBLA's employees including workers' compensation, disability insurance, vacation or sick pay. CONTRACTOR shall be responsible for providing, at CONTRACTOR's expense, and in CONTRACTOR's name, disability, workers' compensation or other insurance as well as licenses and permits usual or necessary for performing the services necessary under this Agreement.

2. **TERM:** Subject to the potential of charter revocation and Section 6 herein, VCBLA hereby contracts with CONTRACTOR to provide services at VCBLA during the 2024- 25 academic year according to the terms and conditions set forth herein and in the attached Statement of Work.

3. **COMPENSATION:** Subject to Section 12, this contract is for $ 125/hour, not to exceed $18,000, and to be paid by VCBLA to CONTRACTOR in exchange for his/her services. Further, CONTRACTOR shall submit his/her hours report to the project supervisor on a monthly basis reflecting work performed. The

4. **SCOPE OF SERVICES: CONTRACTOR** shall perform the scope of work specified in the attached description of duties and performance objectives (Statement of Work). This scope may be altered as needed in consultation with the project supervisor and/or the Board. CONTRACTOR shall also report on a weekly basis to the project supervisor regarding progress of the work performed and work to be performed in accordance with this Agreement.

5. **TERMINATION OF AGREEMENT:** This Agreement may be terminated by mutual written agreement of the parties, or if either party provides five (5) days advance written notice to the other party of termination. In the event of termination, VCBLA shall pay CONTRACTOR all amounts owed to CONTRACTOR for work completed by CONTRACTOR. In addition, CONTRACTOR shall provide VCBLA with a full status report regarding all ongoing projects under his/her supervision.

6. **NONRENEWAL OF AGREEMENT BY THE VCBLA BOARD:** The project supervisor and/or Board may elect not to renew this Agreement without cause at its sole discretion by providing the CONTRACTOR with written notice of non-renewal prior to the end of the term.

7. **INTELLECTUAL PROPERTY:** Any and all inventions, discoveries, developments and innovations conceived by CONTRACTOR during this engagement relative to the duties under this Agreement shall be the exclusive property of VCBLA; and CONTRACTOR hereby assigns all right, title, and interest in the same to VCBLA. Any and all inventions, discoveries, developments and innovations conceived by CONTRACTOR prior to the term of this Agreement and utilized by CONTRACTOR in rendering duties to VCBLA are hereby licensed to VCBLA for use in its operations and for duration of this Agreement. This license is non-exclusive, and may be assigned without CONTRACTOR's prior written approval by VCBLA to a wholly-owned subsidiary of VCBLA.

8. **CONFIDENTIALITY:** CONTRACTOR acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by VCBLA and/or used by VCBLA in connection with the operation of its business including, without limitation, VCBLA's business and product processes, methods, customer lists, accounts and procedures. CONTRACTOR agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with VCBLA. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of VCBLA, whether prepared by CONTRACTOR or otherwise coming into CONTRACTOR's possession, shall remain the exclusive property of VCBLA. CONTRACTOR shall not retain any copies of the foregoing without VCBLA's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by VCBLA, CONTRACTOR shall immediately deliver to VCBLA all such files, records, documents, specifications, information, and other items in their possession or under their control. CONTRACTOR further agrees that it will not disclose his/her retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of VCBLA and shall at all times preserve the confidential nature of their relationship to VCBLA and of the services hereunder.

9. **BACKGROUND CHECK:** If CONTRACTOR and/or CONTRACTOR'S employees or subcontractors are to have regular or intermittent contact with children of VCBLA, this Agreement shall be conditional upon the

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completion of a background check, including, but not limited to, fingerprinting and criminal background investigation, pursuant to VCBLA policies.

10. **CONFLICTS OF INTEREST; NON-HIRE PROVISION:** CONTRACTOR represents that he is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between CONTRACTOR and any third party. Further, CONTRACTOR, in rendering duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which does not have a proprietary interest. During the term of this agreement, CONTRACTOR shall devote as much of his/her productive time, energy and abilities to the performance of his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner. CONTRACTOR is expressly free to perform services for other parties while performing services for the Charter School. For a period of six months following any termination, CONTRACTOR shall not, directly or indirectly hire, solicit, or encourage leaving VCBLA's employment, any employee, consultant, or contractor of VCBLA or hiring any such employee, consultant, or contractor who has left the VCBLA's employment or contractual engagement within one year of such employment or engagement.

11. **WORKERS' COMPENSATION:** VCBLA shall not obtain workers' compensation insurance on behalf of CONTRACTOR.

12. **LOCAL, STATE AND FEDERAL TAXES:** CONTRACTOR shall pay all income taxes and FICA (Social Security and Medicare Taxes) incurred while performing services under this Agreement. VCBLA shall not:

    A. Withhold FICA from CONTRACTOR's payments or make FICA payments on CONTRACTOR's behalf;
    B. Make state or federal unemployment compensation contributions on CONTRACTOR's behalf; or
    C. Withhold state or federal income tax from CONTRACTOR's payments.

    If CONTRACTOR is required to pay any federal, state or local sales, use, property or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to VCBLA. CONTRACTOR shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by VCBLA.

13. **ENTIRE AGREEMENT:** This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

14. **WAIVER:** Either party to this Agreement may specifically and expressly waive, in writing, compliance or any breach by the other party with any term, condition or requirements set forth in this Agreement. Any such waiver, however, shall not constitute a further or continuing waiver of the same requirement, unless a specific statement to the contrary is contained with such waiver. No waiver or consent shall be implied from the silence or from the failure of any party to act, except as otherwise specified in this Agreement.

15. **ASSIGNMENT:** CONTRACTOR shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of VCBLA.

16. **JURISDICTION:** The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and constructed under, the laws of the State of California.

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17. **AMENDMENTS:** No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by the authorized representative of both parties.

18. **ARBITRATION OF DISPUTES:** The parties agree that any dispute regarding the application, interpretation or breach of this Agreement will be subject to final and binding arbitration. Attorneys' fees, costs and damages (where appropriate) shall be awarded to the prevailing party in any dispute, and any resolution, opinion or order or Arbitrator may be entered as a judgment of the Superior Court.

19. **NOTICE:** Any and all notices, demands, or other communications required or desired to be given hereunder by either party shall be in writing and shall be validly given or made to the other party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

    If to CONTRACTOR:
    2049 Huran Drive, San Jose, CA 95122
    lidio8307@gmail.com

    If to VCBLA:
    6840 Via Del Oro #205, San Jose CA 95119

    Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

20. **INTERPRETATION AND OPPORTUNITY TO COUNSEL:** In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

21. **SEVERABILITY:** If any term, provision, condition or covenant of the Agreement shall to any extent be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

22. **COUNTERPART EXECUTION:** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

23. **SIGNATURES:** We affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

Dated: 01 / 28 / 2025 **By:** Aldo Ramirez
VCBLA

Dated: 01 / 28 / 2025 **By:** Lizette Ramirez
CONTRACTOR

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SCOPE OF WORK

"On Call" for ongoing project support for projects such as
COmpliance submission to authorizers
STRS Support
401K Support
Coaching
Consultation

Support can look like:

- Consultancy/advisory calls, zoom meetings and google chats/meets
- Performance of work, such as writing, tracking creating, submitting documentation and requirements helping to set up systems
- Training
- Calls with any member of the SLT, Principals, or BM's

Not to exceed 15 hours per week

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Dropbox Sign

Audit trail

Title	Independent Contractor Agreement - Lizzette Ramirez
File name	_Independent_Cont...e_Ramirez__2_.pdf
Document ID	55bcd9cd2ec445ce09dab7018c7e439505b97ff8
Audit trail date format	MM / DD / YYYY
Status	Signed

Document history

SENT	**01 / 28 / 2025** 02:03:41 UTC	Sent for signature to Aldo Ramirez (aldoramirez@voicescharterschool.com) and Lizette Ramirez (lidio8307@gmail.com) from jobs@voicescharterschool.com IP: 74.95.203.77
VIEWED	**01 / 28 / 2025** 12:54:01 UTC	Viewed by Aldo Ramirez (aldoramirez@voicescharterschool.com) IP: 75.141.160.19
SIGNED	**01 / 28 / 2025** 12:54:29 UTC	Signed by Aldo Ramirez (aldoramirez@voicescharterschool.com) IP: 75.141.160.19
VIEWED	**01 / 28 / 2025** 15:15:58 UTC	Viewed by Lizette Ramirez (lidio8307@gmail.com) IP: 99.37.246.147
SIGNED	**01 / 28 / 2025** 15:16:40 UTC	Signed by Lizette Ramirez (lidio8307@gmail.com) IP: 99.37.246.147
COMPLETED	**01 / 28 / 2025** 15:16:40 UTC	The document has been completed.

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Coversheet

Material Revision for Voices West Contra Costa

Section: V. Material Revision for Voices West Contra Costa
Item: A. Material Revision for Voices West Contra Costa
Purpose: Vote
Submitted by:
Related Material:
Attachement B. Budget WCC Material Revision (1).pdf
Attachment A. Purchase_and_Sale_Agreement_for_2354_Andrade_Ave (1).pdf
Voices WCC Cover Letter for Material Revision PDF (4906-9755-3735.v2) (1)s (2).pdf
Attachment C. Voices West Contra Costa Material Revision 2025 (4910-5760-5181.v4) (1).docx.pdf

Summary		**2025-26**	**2026-27**	**2027-28**
Additional Students		**52**	**104**	**156**
Attendance		93%	93%	93%
ADA		48.4	96.7	145.1
COLA		3%		
Revenue	PPR	Year 1	Year 2	Year 3
LCFF	$ 14,513	$ 701,849	$ 1,445,808	$ 2,168,712
Other State (SPED, Lottery, MBG, Prop 28)	1,427	$ 69,033	$ 142,207	$ 213,311
SB-740		$ 70,251	$ 127,500	$ 127,500
Federal (SPED, Title)	441	$ 21,304	$ 43,887	$ 65,830
Total Revenue	**$ 16,381**	**$ 862,436**	**$ 1,759,402**	**$ 2,575,354**
Expense				
Compensation and Benefits		$ 613,050	$ 933,798	$ 1,441,751
Books and Supplies		$ 33,790	$ 69,608	$ 104,411
Rent		$ 170,000	$ 170,000	$ 170,000
Utilities, Maintence, Capital Improvement Dep.		$ 44,328	$ 67,033	$ 85,165
Services and Ops		$ 187,622	$ 370,150	$ 548,212
Total Expense		**$ 1,048,790**	**$ 1,610,589**	**$ 2,349,539**
Operating Income		**$ (186,354)**	**$ 148,814**	**$ 225,814**

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This **PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS** ("**Agreement**") is made by and between **IAFCJ DEL GRAN YO SOY**, a California nonprofit religious corporation ("**Seller**"), and **VOICES COLLEGE-BOUND LANGUAGE ACADEMIES,** a California nonprofit public benefit corporation or assignee ("**Buyer**"). This Agreement shall be effective on the "**Effective Date**," which is the date on which the last person signing this Agreement shall have signed this Agreement.

RECITALS:

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

A. Seller is the owner of that certain real property located in the City of Richmond, County of Contra Costa, State of California commonly known as 2354 Andrade Avenue, having been designated Contra Costa County APN 528-080-008-6, and as described in the legal description attached hereto as **Exhibit "A"** (the "**Real Property**").

B. Buyer desires to purchase the "**Property"** (as defined in Section 1.2 below) from Seller and Seller desires to sell the Property to Buyer, upon the terms and conditions stated in this Agreement.

C. In order to effectuate the foregoing, Seller and Buyer desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties herein contained and other valuable consideration, the parties agree as follows:

1. SALE AND PURCHASE; TITLE COMPANY.

1.1 General. Subject to the terms, covenants and conditions of this Agreement, Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of the Property.

1.2 The Property. As used in this Agreement, the term "**Property**" includes all of Seller's right, title and interest in the Real Property and all of the items referred to in Subsections 1.2.1 through 1.2.2.

1.2.1 Rights and Privileges. All of Seller's right, title and interest, if any, in and to all rights, privileges, tenements, hereditaments, rights-of-way, easements, appurtenances, mineral rights, development rights, air rights and riparian or littoral rights belonging or appertaining to the Real Property.

1.2.2 Permits. All of Seller's right, title and interest, if any, in and to all licenses, permits and approvals affecting or pertaining to the Property which, if assignable, are to be assigned to Buyer at the Closing.

1.3 Title Company. The purchase and sale of the Property shall be accomplished

through an escrow which Seller has established or will establish within two (2) business days after the Effective Date with Chicago Title (the "**Title Company**") at 725 S. Figueroa Street Suite 200, Los Angeles, CA 90017, attn: Sharon Yarber (Sharon.Yarber@ctt.com).

2. PAYMENT OF PURCHASE PRICE.

2.1 Amount. The total purchase price (the "**Purchase Price**") to be paid by Buyer to Seller for the Property is and shall be One Million, Eight-Hundred and Fifty Thousand and 00/100 Dollars ($1,850,000.00).

2.2 Terms of Payment. Buyer shall pay the Purchase Price to Seller as follows:

2.2.1 Deposit. Within two (2) business days after the Effective Date, and as a condition precedent to the effectiveness of this Agreement, Buyer shall deposit in escrow with the Title Company, by wire transfer or cashier's check, an all cash payment in the amount of Ten Thousand Dollars ($10,000.00) (the "**Deposit**"), as an earnest money deposit on account of the Purchase Price. Buyer shall receive credit at Closing for an amount equal to the Deposit, which shall be applied against the Purchase Price on the Closing Date.

2.2.2 Payment of Balance. The balance of the Purchase Price shall be paid in full, in cash, through escrow at the Closing.

3. INSPECTIONS AND DOCUMENTS

3.1 Due Diligence Period. From the Effective Date until 5:00 p.m. (California time) on the fifteenth (15th) day after the Effective Date (the "Due Diligence Period"), Buyer shall have the right to conduct non-intrusive inspections, investigations, tests, and studies of the Property. During the Due Diligence Period, Buyer, its agents, contractors, subcontractors, or employees (collectively Buyer's Representatives") shall have the right to come onto the Property to perform inspections. After Buyer makes any inspection, Buyer shall restore the Property to its prior condition. Buyer shall keep the Property free and clear of all liens and encumbrances related to or arising from any inspection. Buyer shall indemnify Seller against any damages suffered by the Seller and from any claims or lawsuits made against Seller if they arise from Buyer or Buyer's Representatives' performing any inspection ("**Inspection Indemnity**"). This Inspection Indemnity shall survive the Closing and any termination or cancellation of this Agreement. The Inspection Indemnity shall not apply to any claims resulting from the negligence, recklessness, or willful misconduct of Seller or Seller's agents, or any claims resulting from Buyer discovering any hazardous materials or regulated substances that were already present at the Property.

3.2 Documents and Materials. Within three (3) days after the Effective Date, Seller shall deliver to Buyer all documents relating to the Property that are available to Seller, including the following ("**Documents and Materials**"):

- Statement of current property taxes and assessed value, as well as tax bills for the last three (3) years;
- Copies of any third-party reports with respect to the Property;
- Current and complete title report and all supporting documents;

- Legal description and any ALTA survey, showing location of all improvements and easements, if available;
- Any letters from, agreements with, or approvals by municipal agencies, including City, County, and State including all entitlements related to the Property;
- Any current or past lawsuits or other disputes or actions related to the Property;
- Copies of any service and maintenance contracts, employment agreements, equipment leases, utility agreements, management agreements (including any correspondence relating to any deficiencies Seller has identified at the Property), parking agreements, operating agreements, ground leases and other agreements of any kind or nature relating to, or affecting any portion of, the Property.

3.3 Disapproval Option. Buyer has until the end of the Due Diligence Period to give written notice to Seller that it disapproves of the Property or the Documents and Materials. If Buyer does not give this notice, then it is deemed to approve. If Buyer disapproves, it shall be entitled to a return of its Deposit, and this Agreement shall terminate and the Parties will have no further obligations under it (except the obligations expressly intended to survive the termination of this Agreement, like the Inspection Indemnity and any other Buyer's indemnification obligations).

4. TITLE.

4.1 Evidence of Title. Conclusive evidence of delivery of title in accordance with the foregoing shall be the willingness of Title Company to issue to Buyer, upon payment of its regularly scheduled premium, a CLTA owner's policy of title insurance, in the amount of the Purchase Price, showing title to the Real Property vested of record in Buyer, subject only to (i) liens to secure payment of real estate taxes and assessments not delinquent (which shall be pro-rated at Closing); (ii) applicable zoning and use laws, ordinances, rules and regulations of any municipality, township, county, state or other governmental agency or authority (and the standard printed exceptions and conditions in the policy of title insurance) (the "**Title Policy**").

5. Seller's Representations and Warranties Regarding Status . Seller warrants it is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3) and Seller is not subject to withholding under Section 26131 of the California Revenue and Taxation Code. At the Closing, Seller shall deliver to Buyer through Escrow a declaration under penalty of perjury confirming the foregoing statement. Buyer warrants it is not in violation of any Anti-Terrorism Law, and Buyer is not, as of the date hereof: (1) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (2) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224; or (3) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law. Neither Buyer nor, if Buyer is not a natural person, any of its officers, directors, shareholders or members, as applicable, is a Prohibited Person. As used herein, "**Anti-Terrorism Law**" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, and Title 3 of the USA Patriot Act, and any regulations promulgated under any of them. As used herein "**Executive Order No. 13224**" is defined as Executive Order No. 13224 on Terrorist Financing effective September

24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as may be amended from time to time. " **Prohibited Person**" is defined as a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224; a person or entity with whom Seller is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/ofac/t11sdn.pdf or at any replacement website or other official publication of such list. "**USA Patriot Act**" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time.

6. GENERAL REPRESENTATIONS AND WARRANTIES

6.1 Seller's Representations and Warranties.

(A) No Commitments or Agreements. Except as specifically disclosed to Buyer in writing, Seller has made no written commitments materially and adversely affecting the Property which will survive the Close of Escrow.

(B) Liens. Except as specifically disclosed to Buyer in writing, to the best of Seller's knowledge, there are no mechanics', materialmen' s, or similar claims or liens presently claimed or which will be claimed against the Property for work performed or commenced for Seller or on Seller's behalf.

(C) Rights of Possession. Except as specifically disclosed to Buyer in writing, to the best of Seller's knowledge, there are not as of the date of this Agreement, any leases or grants of present or future possessory rights in the Property in existence as of the Close of Escrow.

(D) Ownership and Encumbrances. Except as otherwise permitted by the terms of this Agreement, Seller has not and shall not, prior to Close of Escrow, without the prior written consent of Buyer enter into any agreement permitting others to use or convey any part of the Property.

(E) Full Power and Authority. To the best of Seller's knowledge, neither this Agreement nor anything promised to be done under it, including the transfer of title to the Property to Buyer, will violate any contract to which Seller is a party. Seller has the full power and authority to enter into this Agreement and complete the sale of the Property.

(F) Litigation. Except as specifically disclosed to Buyer in writing, to the best of Seller's knowledge, there are no actions, suits, claims, or legal or other proceedings pending or threatened against Seller or against the Property, which does or will materially adversely affect Seller's ability to consummate this transaction and to convey the Property to the Buyer.

(G) Reports. To the best knowledge of the Seller, Seller has made available to the Buyer all third-party professional reports within its possession concerning the Property.

(H) Environmental Laws/Hazardous Materials. Except as disclosed in writing by Seller, to the best of Seller's knowledge: (i) there has been no production, storage, or disposal on the Property of any Hazardous Material (as defined below) by Seller or any previous owner or tenant of the Property; (ii) no Hazardous Materials have been released at the Property at any time; (iii) Seller has complied with all laws, regulations, and ordinances ("Environmental Laws") relating to the use of Hazardous Materials on the Property; (iv) there is no proceeding or inquiry by any governmental agency about the use or presence of Hazardous Materials on the Property; and (v) there is no contamination of Hazardous Materials on the Property. "Hazardous Material" means any hazardous or toxic substance, material or waste that is: (i) regulated by any governmental authority, the State of California, or the United States; (ii) defined as an "acutely hazardous waste," "extremely hazardous waste," "hazardous waste," or "waste" under Sections 25110.02, 25115, 25117, or 25124 of the California Health and Safety Code or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 *et seq.*; (x) any flammable substances or explosives; or (xi) any radioactive material.

(I) *Best Knowledge.* For purposes of this Section 6.1, the phrase "best of Seller's knowledge" means the actual knowledge of Gilberto Servin.

(J) No Defaults. To the best of Seller's knowledge, Seller is not in default of any obligations or liabilities related to the Property, and there are no existing facts, circumstances, conditions, or events that would constitute or result in any default on the giving of notice, the passage of time, or both.

(K) No Violations. Seller has not received written notice from any

governmental agency that the Property is in violation of any statute or regulation.

(L) Financial Status. Seller has not:

(1) Made a general assignment for the benefit of creditors;
(2) Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
(3) Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
(4) Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
(5) Admitted in writing its inability to pay its debts as they come due; or
(6) Made an offer of settlement, extension, or composition to its creditors generally.

(M) Continuing Obligation. If between the Effective Date and the Close of Escrow, Seller or Buyer becomes aware that any of Seller's representations or warranties is incorrect, Buyer shall have the right to either: (i) terminate this Agreement if such fact or circumstance would have a material and adverse impact on the Property or Buyer's intended use of it, or (ii) waive the condition and proceed to Close of Escrow.

6.2 Buyer's Representations and Warranties

(A) Ownership and Encumbrances. Buyer shall not, prior to Close of Escrow without the prior written consent of Seller, enter into any lien, encumbrance, easement, or license agreement with, nor convey any interest in the Property to, any third person.

(B) Full Power and Authority. Nothing in this Agreement violates any contract to which Buyer is a party. Buyer has the full power and authority to enter into this Agreement and consummate the transaction contemplated hereby. The execution, delivery, and performance of this Agreement has been or will be duly and validly authorized by Buyer and ratified by Buyer's governing board prior to Closing, and no other action by Buyer is requisite to the valid and binding execution, delivery, and performance of this Agreement by Buyer.

(C) Litigation. Except as specifically disclosed to Seller in writing, there are no actions, suits, claims, or legal or other proceedings pending or threatened against Buyer, which does or will materially adversely affect Buyer's ability to consummate this transaction.

(D) Change of Representation or Warranty. In the event Buyer acquires knowledge that any such representation or warranty is no longer accurate, Buyer shall advise Seller of same prior to Close of Escrow.

(E) Best Knowledge. For purposes of this Section 6.2, the phrase "best of Buyer's

knowledge" means the actual knowledge of Jaime Mata acting in his representative capacity, on behalf of, and for, the Buyer only, without any independent investigation having been made, and not based on any implied, imputed, or constructive knowledge of Buyer, including all of its officers and directors.

(F) Financial Status. Buyer has not:

(1) Made a general assignment for the benefit of creditors;
(2) Filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors;
(3) Suffered the appointment of a receiver to take possession of all or substantially all of its assets;
(4) Suffered the attachment or other judicial seizure of all, or substantially all, of its assets;
(5) Admitted in writing its inability to pay its debts as they come due; or
(6) Made an offer of settlement, extension, or composition to its creditors generally.

7. CLOSING.

7.1 Closing. The transaction contemplated by this Agreement shall be consummated through escrow at the office of Title Company on or before 5:00 p.m. (California time) on the day that is thirty (30) days after the Effective Date of this Agreement (the "**Closing Date**"). For purposes of this Agreement, the term "**Closing**" shall mean the consummation of the sale and conveyance of the Property to Buyer as evidenced by recordation of the Deed.

7.2 Seller's Delivery Into Escrow. Seller shall deliver the following items into escrow:

7.2.1 Deed. The Deed, duly executed and acknowledged by Seller.

7.2.2 Other Documents. Such other documents or instruments as may be reasonably required to consummate this transaction in accordance with the terms and conditions herein contained, such as appropriate escrow instructions to Title Company.

7.3 Buyer's Delivery Into Escrow. Buyer shall deliver the following items into escrow:

7.3.1 Cash. Immediately available funds in the following amounts: (i) the balance of the Purchase Price; (ii) such amount, if any, as is necessary for Buyer to pay Buyer's share of the prorations and closing costs; and (iii) any other amounts required to close escrow in accordance with the terms of this Agreement.

7.3.2 Other Documents. Such other documents and instruments as may be reasonably required in order to consummate this transaction in accordance with the terms and conditions of this Agreement, such as appropriate escrow instructions to Title Company.

7.4 Closing Prorations. At the Closing, property taxes and assessments shall be prorated through escrow, and all other items of income and expense shall be prorated outside of escrow on the Closing Date by the parties.

7.5 Closing Costs. The Parties shall split all closing costs as is customary in Contra Costa County. Each party shall pay for the costs of their respective counsel, if any, in connection with the Closing. If this Agreement is terminated pursuant to the terms hereof, each party shall pay one-half of any escrow cancellation fee charged by Title Company.

7.6 Compliance. The Title Company shall comply with all applicable federal, state and local reporting and withholding requirements relating to the close of the transactions contemplated herein. Without limiting the generality of the foregoing, to the extent the transactions contemplated by this Agreement involve a real estate transaction within the purview of Section 6045 of the Internal Revenue Code of 1986, as amended (the "**Internal Revenue Code"**), Title Company shall have sole responsibility to comply with the requirements of Section 6045 of the Internal Revenue Code (and any similar requirements imposed by state or local law).

8. MISCELLANEOUS.

8.1 Assignment. Buyer shall have the right to assign its rights and obligations hereunder to an entity controlling, controlled by or in common control with Buyer or of which Buyer is the sole member, without the consent of Seller provided that Buyer assumes all of Buyer's obligations under this Agreement. This Agreement, and the terms, covenants and conditions herein contained, shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and assigns. In no event shall an assignment by Buyer of this Agreement or any of Buyer's rights hereunder release Buyer from its obligations under this Agreement.

8.2 Notices. All notices, demands or other communications of any type given by either party to the other or to Title Company, whether required by this Agreement or in any way related to this transaction, shall be in writing and delivered: (i) by hand or Federal Express or similar courier service; (ii) by United States Mail, as a certified item, return receipt requested, and deposited in a Post Office or other depository under the care or custody of the United States Postal Service, with proper postage affixed, or (iii) via e-mail to the email address for that noticed party below. Each notice to a party shall be addressed as follows:

To Seller: IAFCJ del Gran Yo Soy
965 Viewpointe Blvd
Rodeo, CA 94572
Email: chrisespinosa1@hotmail.com

To Buyer: Voices College-Bound Language Academy
6840 Via Del Oro, Suite 160
San Jose, California 95119
Attn: Jaime Mata
Email: mata@voicescharterschool.com

To Title Company: Chicago Title Company
725 S. Figueroa Street Suite 200
Los Angeles, CA 90017
Attn: Sharon Yarber
Email: sharon.yarber@ctt.com

Any notice delivered by hand or Federal Express or similar courier service shall be deemed to be delivered when actual delivery is made. Any notice deposited in the United States Mail in the manner required above shall be deemed to be delivered three (3) calendar days after the date of such deposit, and any time periods provided for herein during which a party may act shall not commence until such notice is deemed to be so delivered. Any notice delivered by e-mail shall be deemed delivered upon sending of an e-mail to the email address for that noticed party above, if a hard copy of the transmission is thereafter delivered in one of the methods described in (A) through (C) above. Either party hereto may change its address by notice given as provided herein to the other party and Title Company.

8.3 Amendment; Waivers. This Agreement may not be modified or amended except by an agreement in writing signed by the parties hereto. A party may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

8.4 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

8.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

8.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

8.7 Binding on Successors. This Agreement is binding on the parties hereto and their respective heirs, assigns, successors, and representatives.

8.8 Legal Action. If a dispute arises in connection with the interpretation or enforcement of this Agreement, the prevailing party in any such civil action shall be entitled to recover as its reasonable attorneys' fees and court costs from the other party.

8.9 Incorporation of Exhibits. Exhibit "A" is attached to this Agreement and incorporated into this Agreement by reference. It is the only exhibit pertaining to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER: IAFCJ DEL GRAN YO SOY, A CALIFORNIA NONPROFIT RELIGIOUS CORPORATION

Signed by:
By: Gilberto Servin
Name: Gilberto Servin
Its: President

Date: 4/7/2025

BUYER: VOICES COLLEGE-BOUND LANGUAGE ACADEMIES

By:
Name: Jaime Adrian Mata
Its: Chief Operations Officer

Date: 4/6/2025

4929-2747-1151, v. 3

May 27, 2025

Via Email
margarita.romo@wccusd.net

Margarita Romo, Business Services Coordinator
West Contra Costa Unified School District
1400 Marina Way South
Richmond, CA 94804

Re: Request for Material Revision of Voices College-Bound Academy at West Contra Costa

Dear Ms. Romo:

On behalf of Voices College-Bound Academy at West Contra Costa ("Voices WCC" or the "Charter School"), I am writing to respectfully submit a request to materially revise the Voices WCC charter petition. We anticipate that this material revision request will be considered by the West Contra Costa Unified School District Board during its June 4, 2025, meeting.

The nature and scope of the change associated with this material revision is to add an additional site to the Charter School, consistent with Education Code Section 47605(a)(4). Voices WCC currently operates at one site located at 201 28th Street, Richmond, CA, 94804. Starting with the 2025-26 school year and pending approval of the West Contra Costa Unified School District (the "District"), Voices WCC plans to add an additional site located at 2354 Andrade Avenue, Richmond, CA, 94804. This new site, situated just over one mile from the Charter School's existing campus, will serve lower elementary students to help accommodate the Voices WCC's modestly growing enrollment.

Voices WCC's proposed expansion represents a natural evolution in the Charter School's development. For the past seven years, Voices WCC has operated a single campus, with enrollment growing each year to its current level of approximately 290 students. While we are thrilled to have all of our students in grades TK-8 on a single campus, the Charter School's increasing enrollment now necessitates additional space to maintain a high-quality educational environment. Beginning in the 2025-26 school year, Voices WCC plans to relocate its Transitional Kindergarten and Kindergarten students to the new site, with the possibility of including 1st grade students in the near future. The additional site can accommodate approximately 180 students without any

improvements.

The additional site will be ready for occupancy by December 2025, if not earlier. Voices WCC completed the purchase of the property on May 7, 2025, with title held by VCBLA Nido LLC, a California limited liability company. The Charter School will obtain an Administrative Use Permit in accordance with the zoning requirements for the site. The site complies with the geographic location, site limitations, and related requirements set forth in the Charter Schools Act, including Education Code Section 47605 and 47605.1. The purchase and sale agreement for the additional site has been executed and is attached as Attachment A.

The requested change is educationally sound. Voices WCC has operated successfully for seven full school years, with clean financial audits and improving oversight reports. The additional site will continue to serve the same community and implementing this change will not cause a disruption to Voices WCC's educational programming. We believe that having more room for all Voices WCC students will help the Charter School excel.

This expansion will not impact the District, as Voices WCC will maintain its current enrollment cap of 504 students, as authorized by its Charter. The District will continue to authorize and monitor a single school. The sole purpose of this material revision is to provide a more comfortable and accommodating learning environment for all Voices WCC students and staff. Voices WCC will see increased costs related to the new site, and the Charter School will have to factor in any improvements it seeks to make. However, Voices WCC has planned for these increases. These additional expenses are addressed in the Budget included as Attachment B. As we build the facility out to scale there would be an operating loss of $186k in year 1. By year two, the site is projecting an operating income of $149k, and by year three, that would grow to $226k.

The following Charter Elements have been impacted by this requested change:

1. Element 1
    a. School enrollment growth plan over two sites
    b. Accommodations for delivering the approved educational program across two sites
2. Miscellaneous Charter Provisions – Facilities
    a. Address for new site

A reasonably comprehensive description of any new requirements of law since the charter was approved is included within the revised Charter itself, which is provided as Attachment C to this submission. These changes primarily include updates to governing law for each charter element, as well as:

1. Affirmations and Declarations
2. Element 1 – ELPAC testing
3. Elements 2/3 – LCAP reporting requirements
4. Element 4 – Board member training and meetings
5. Element 6 – Updated requirements for the Charter School's safety plan and other health and safety requirements applicable to charter schools
6. Element 7 – Required student population balance

7. Element 8 – Enrollment practices and lottery procedures
8. Element 10 – Involuntary removal; homework assignments during suspensions
9. Extension of the charter term by operation of law

The Charter School looks forward to working with your office to efficiently and timely process this request. Should you have any questions, please do not hesitate to contact me at jmata@voicescharterschool.com or (408)-791-1609.

Sincerely,

Jaime Mata, Chief Business Officer

College-Bound Language Academies

Voices College-Bound Language Academy at West Contra Costa

Charter School Petition

Respectfully submitted to the Board of Education of the West Contra Costa Unified School District

For the term of July 1, 2018 through June 30, 2023

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Insurance Policy Sample (16-17)

1/18/2017

Board President Elizabeth Block
West Contra Costa Unified School District
1108 Bissell Ave.
Richmond, CA 94801

Dear Board President Block,

We hereby submit a petition for Voices College-Bound Language Academy at West Contra Costa ("Voices WCC" or the "Charter School") to the West Contra Costa Unified School District ("WCCUSD" or "the District") Board of Education and request that the District staff and Board of Education review and grant the charter pursuant to the process and timelines specified in Education Code Section 47605.

The petition addresses all required elements and demonstrates that Voices College-Bound Language Academy at West Contra Costa meets and exceeds the statutory criteria for charter approval.

Current law specifies that the chartering authority should be guided by the intent of the Legislature, which encourages the establishment of charter schools. Additionally, Education Code Section 47605(b) states: "The governing board of the school district shall not deny a petition for the establishment of a charter school unless it makes written factual findings, specific to the particular petition, setting forth specific facts to support one or more of the following findings:

- The charter school presents an unsound educational program ...
- The petitioners are demonstrably unlikely to successfully implement the program ...
- The petition does not contain the number of signatures required ...
- The petition does not contain an affirmation of each of the conditions described...
- The petition does not contain reasonably comprehensive descriptions of [the required 15 elements] ...
- The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school "

A well-rounded group of individuals is assisting in this effort, and many individuals have signed the enclosed petition. I have been selected by the group to act as the Lead Petitioner and will serve as the group's liaison for all communications during the review and approval process.

We look forward to the public hearing and approval process. We understand that a public hearing of this charter petition will be held by February 18th, 2017 and that a decision to grant or deny the charter will occur by March 18th, 2017 as required by the Charter Schools Act. Please do not hesitate to contact me if you or any other board members have any questions or concerns. We would be pleased to meet with you or any other board member and request an opportunity to respond to or answer any outstanding questions or concerns prior to the hearing or decision.

Respectfully,
Frances Teso
Lead Petitioner

Executive Summary

The vision for Voices College-Bound Language Academies ("Voices"), the California nonprofit public benefit corporation that oversees the operation of multiple charter schools, was born out of the belief that every child has the right to an excellent education. Voices College-Bound Language Academies will prepare all students for the challenges of higher education through the context of an academically rigorous dual-language program. In addition, we will ensure students demonstrate high academic achievement and apply critical thinking skills while making sense of their role within their own culture and the greater society. All students graduating from Voices College-Bound Language Academies will possess the knowledge, skills and confidence to succeed in any career path they choose to pursue in life by mastering academic standards and subject matter. Students will be aware of the many positive possibilities for their future, and enjoy learning throughout their lives. They will be able to think critically by asking questions, especially when confronted with the status quo. Our students will have a sense of social responsibility to make their communities better. Starting with a core group of educators committed to educational equity, we design schools where all children can and do learn at high levels.

Impetus for Voices WCC

Voices has a strong commitment to serving students and communities who need and deserve the Voices choice: an excellent, dual immersion charter school with strong cultural roots, accomplished and experienced leadership, dedicated, community-centric approach to growth and a lasting belief in continued learning.

Back in 2013, parents in Morgan Hill, CA, along with parent leaders from local community based organizations, visited Voices' flagship charter school, Voices Franklin McKinley ("flagship"). They were impressed with the high level of rigor they found in all classrooms, the powerful culture evident in the respectful relationships they witnessed between students and staff, as well as the extraordinary academic results that English Learners ("EL") and special education students were attaining. Those parents and community leaders worked hard and endured many struggles to bring Voices to their community.

A similar process has unfolded in West Contra Costa.

Seven months ago, a mother of two small children from El Sobrante learned about Voices and came to visit the Voices flagship school in San Jose. During her visit, she asked many questions about the Voices model, theory of action, academic achievements and parental involvement. She fell in love with what she experienced and began to reach out to other families to tell them about Voices. She also reached out to the California Charter Schools Association ("CCSA") with the question, "How can I get a Voices charter school in my community?" This mother's visit, plus her questions and desire for Voices, led to many conversations with parents and community leaders in WCCUSD. The interest and urgency of parents spread very quickly. Part of Voices' response was to ensure that just as quickly we put someone on the ground in the community to listen more to the questions and concerns of parents and learn about the interest in our school.

For months following the initial interest in Voices, parents in Richmond and San Pablo met together in house meetings and one to one conversations to share experiences, read data, learn about exercising their influence as community leaders and studying Voices. They invested time in understanding Voices' model, values and results, visited our flagship campus and eventually democratically voted within their group to work to bring Voices to their community. In a very short time, the database of interested parents with children who would directly benefit from Voices and be able to attend in the first year has grown to over 50 families and it is expected to continue to grow. With parents leading the way, Voices will do everything in its power to respond to their need and desire for this choice in West Contra Costa.

Voices Key Design Elements

There are four things that Voices executes exceptionally well and that have led directly to desired results: great teaching, strong school culture, serving English Learners, and using data to drive all decision making.

Great Teaching

Voices' culturally relevant instructional approach enables each charter school's students to achieve the objectives specified in the charter and master the academic content standards in key curriculum areas (dual language program, standards-based, researched-based pedagogy, differentiation and personalization for all students, problem-solving curricular focus, higher order, critical-thinking development, skills development, college/professional theme, essential questions).

Teachers and administrators together research and choose curricula, programs and supplements that meet the needs of students as needed, so long as they align with Voices' philosophies, approaches and program, mission, and charter guidelines. Please see Appendix A for Proposed Curriculum/Programs (subject to change based on student needs). Across the grades, we seek to balance more progressive teaching strategies, which are linked to student engagement and motivation, with more traditional strategies, which are required for success in higher education.

Strong School Culture

We have created a purposefully structured environment marked by rules, rituals, and routines. In order for learning to take place, the school environment needs to be safe for both staff and students alike. There are clear expectations for behavior and consistent approach to school discipline with our School-Wide Behavior Plan and we meet the social/emotional needs of our student body through a character building focus with a character building program.

Serving English Learners and Spanish Learners

Teachers are trained to use appropriate differentiated instruction to help students reach English language proficiency. Foremost, Voices meets the needs of English Learners by implementing a Dual Language Program.

We offer an 80:20 dual immersion model. The 80:20 refers to 80% of instruction in Spanish and 20% of instruction in English in Kindergarten. The percentage of English instruction increases by 10% per year until reaching 50:50 in third grade. Thereafter the 50:50 model remains in place until 8th grade.

English Learners receive one hour daily of structured English Language Development ("ELD"). The goal is to develop English proficiency and to address the four domains (reading, writing, listening and speaking) of language development. For this part of the instructional day, students are taught at their assessed level of English proficiency to ensure they develop a solid English language foundation and are continually challenged to stretch their ability to use language flexibly. Effective ELD instruction supports achievement in other content areas by teaching students the language skills to successfully engage in content learning (forms). It helps equip students with the language needed to express the sophistication of their thinking (function).

Data Driven Decision Making
Decisions to modify or redirect classroom strategies, program and/or material resources during the school year are made by the classroom teacher, whole instructional staff, and instructional leader as appropriate. Decisions are made on a daily basis to guide instruction, on a biannual basis to diagnose program trends, on an annual basis to evaluate program effectiveness, and by the Voices Board of Directors ("Board") to make fiscal and policy decisions.

Teachers administer cumulative standards-based interim assessments in math, language arts, writing, and science (grades 5^{th}-8^{th}) a minimum of three times per year. Following each assessment, teachers analyze and share data with teaching and administrative staff and to develop plans for re- teaching.

Data gathered about individual students, teachers, and scores from both interim assessment and standardized tests are used to drive future professional development, curriculum selections and programmatic changes.

Voices Results and Accomplishments
Voices' flagship is unique in that it is one of the top three performing dual-language schools in California, and has consistently posted high Academic Performance Index ("APT") and now California Assessment of Student Performance and Progress ("CAASPP") scores. Both English and Spanish speaking students learn mostly in Spanish the first few years of school and then switch to English in the latter years, resulting in bilingual students who achieve at high levels. More and more families are a) demanding more real choices for their children and b) including dual immersion schools in those demands. Voices seeks to be one of the choices for families who are dedicated to an excellent dual language education for their children.

Voices is committed to serving the needs of all students regardless of their proficiency levels or gaps. Historically, most students entering kindergarten at Voices charter schools show significant gaps based on initial reading levels and diagnostic assessments in the first months of kindergarten.

At Voices we have a laser-like focus on student results, closing the achievement gap, and exceeding expectations. Voices' flagship showed growth in both the English Language Arts ("ELA") and Mathematics on the 2015-16 CAASPP, demonstrating that the network is successfully adapting its program to the demands of the Common Core State Standards

("CCSS") and college readiness expectations. Voices' flagship grew by 11 percentage points in Math and 10 percentage points ELA.

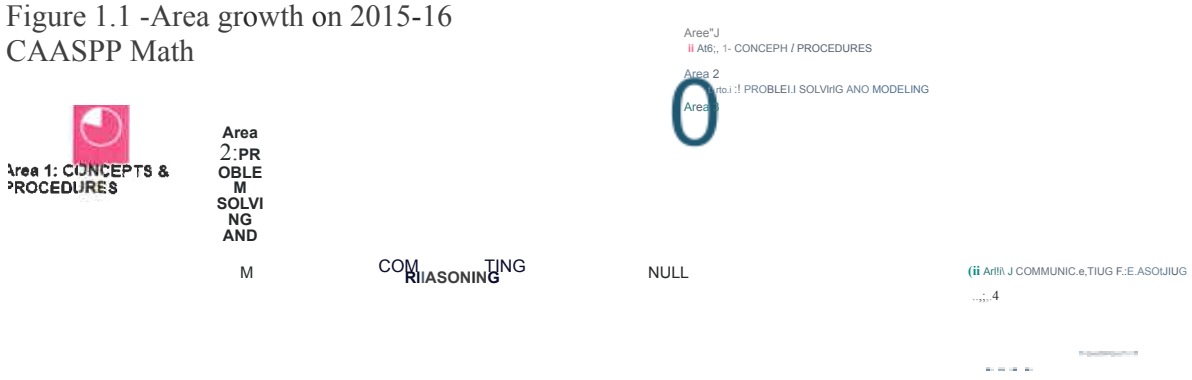
Voices' flagship also outperformed the state of California in both ELA and Math on the CAASPP, but particular highlights within the data were the scores of Latino students and Economically Disadvantaged students. The data demonstrates that Voices is serving these critical populations better than the state and Santa Clara County in both ELA and Math. Given our mission and vision, which is to provide quality education for these populations, we are making strides to close the achievement gap.

In addition to growth overall, Voices' flagship made growth across all Math and ELA areas. Voices increased its percentage of students who scored "Standard Exceeded" in all four ELA areas from 2015 to 2016. Voices has always worked to decrease the number of students who are below standard or near standard, and was again successful in the 2016 CAASPP in all four ELA areas. Voices decreased its percentage of students scoring "Below Standard" from 2015 to 2016 in all areas of the CAASPP Math test. Voices saw the greatest percentage of students move out of the "Below Standard" and into either "At or Near Standard" or "Above Standard" in Area 1: Concepts and Procedures - an area which is the focus and priority at all of our sites. Voices not only moved students out of the "Below Standard" range, but it also moved students into the "Above Standard" range. Voices increased its percentage of students "Above Standard" from 2015 to 2016 in all areas of the CAASPP Math test.

Figure 1.0-Area growth on 2015-16 CAASPP ELA



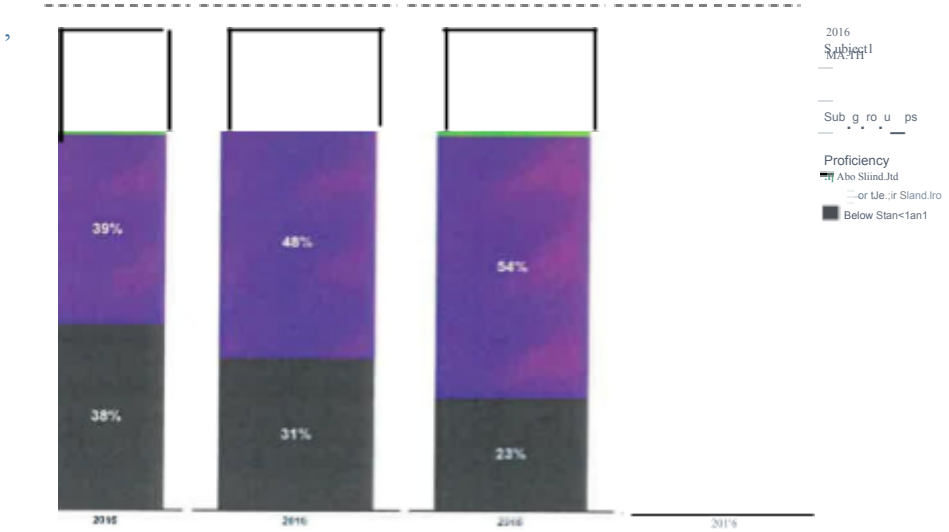
Figure 1.1 -Area growth on 2015-16 CAASPP Math



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Similarly, Voices' flagship also showed growth in every CAASPP-tested grade in ELA, as well as math growth in most tested grade levels. The chart below shows **cohort groups** (the same students) over time:

Figure 1.2- Voices Cohort Analysis on 2015 and 2016 CAASPP for Math, ¾ Meeting/Exceeding Standards

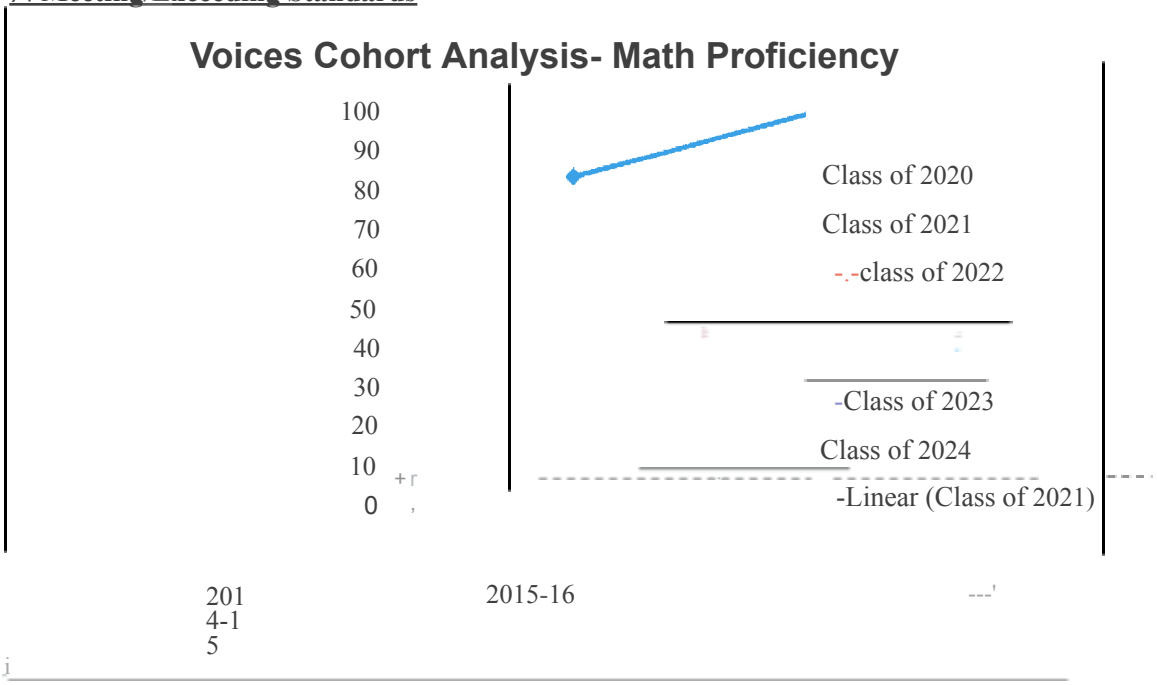
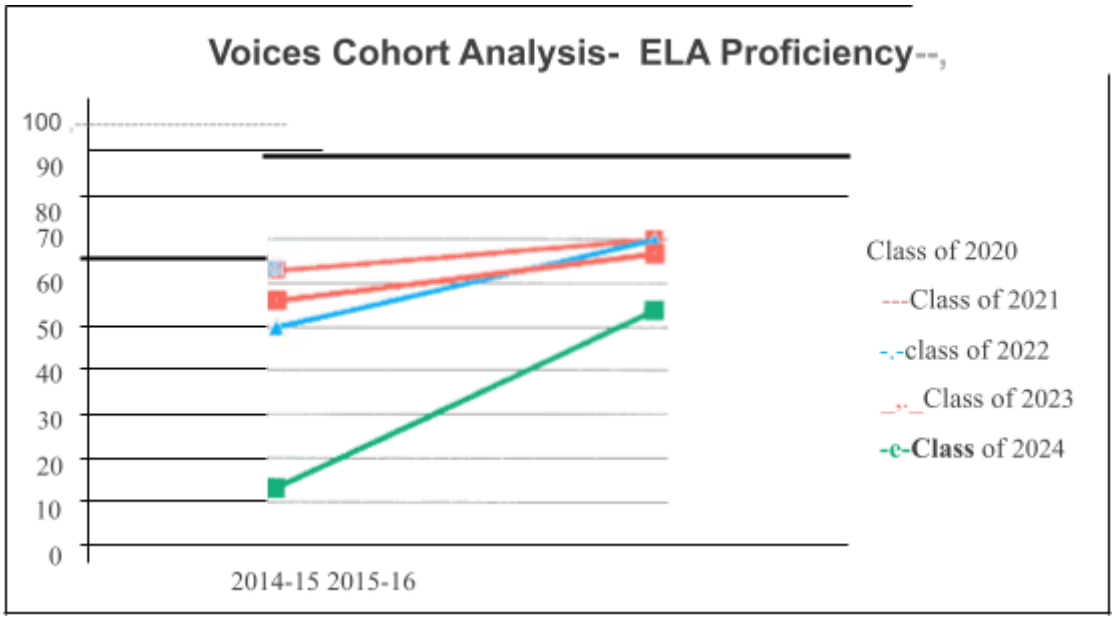


Figure 1.3- Voices Cohort Analysis on 2015 and 2016 CAASPP for ELA, ¾ Meeting/Exceeding Standards



In 2015 Voices replicated its proven model by opening two new schools in Santa Clara County. Built upon parent demand and community need Voices Mount Pleasant and Voices Morgan Hill both had successful first years. Incoming students to our kindergarten and first grade made strong growth (see graphs below) and both schools were established with strong teacher and parent cultures reflecting our core values of Si Se Puede Attitude, Scholarship, In Lak'ech and Activism.

As demonstrated in the two graphs below, Voices' internal data shows that at Voices two newest schools, our model continues to work. It also demonstrates the expected growth of WCC students after only one year with Voices.

Figure 1.4 - Voices Morgan Hill: Comparison of Kindergarten and 1st Grade Math Benchmarks 1 and 3 for the 2015-16 School Year

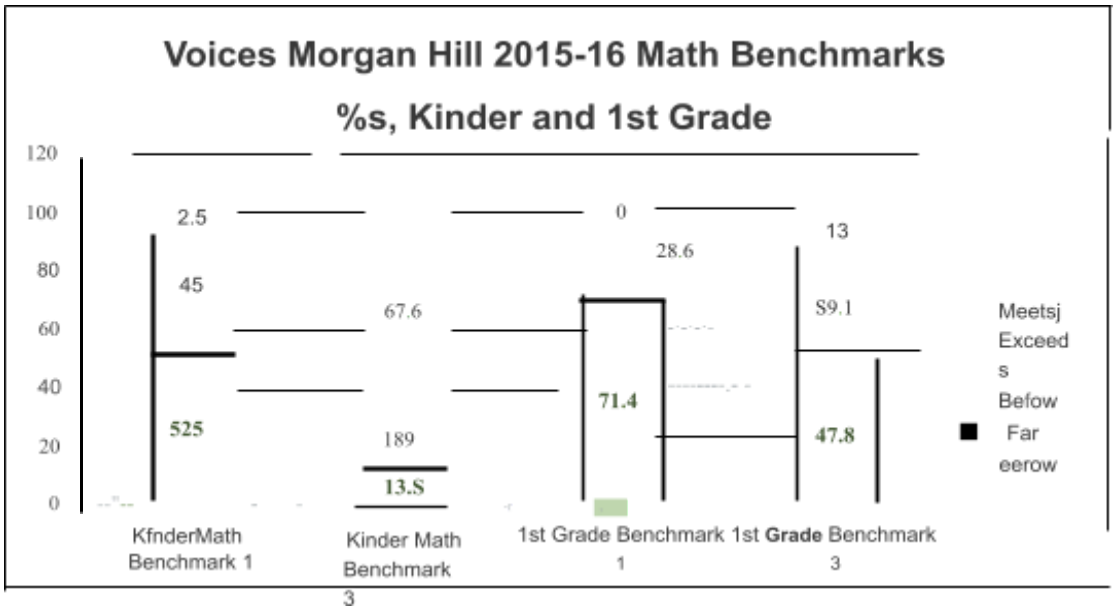


Figure 1.5 - Voices Morgan Hill: Comparison of Kindergarten and 1st Grade Reading Benchmarks 1 and 3 for the 2015-16 School Year

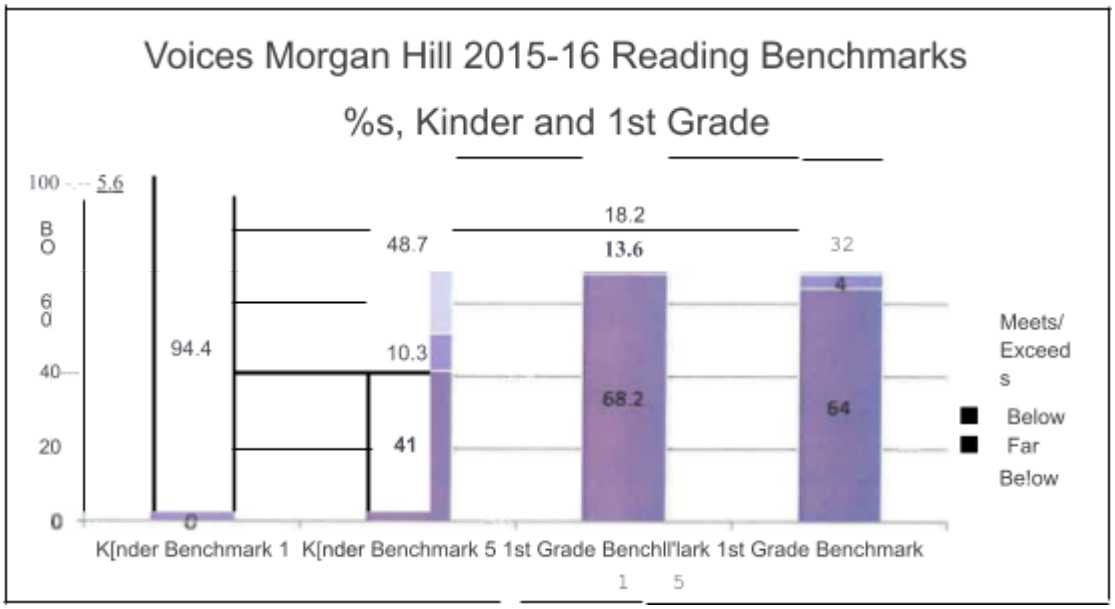


Figure 1.6 - Voices Mount Pleasant: Comparison of Kindergarten and 1st Grade Math Benchmarks 1 and 3 for the 2015-16 School Year

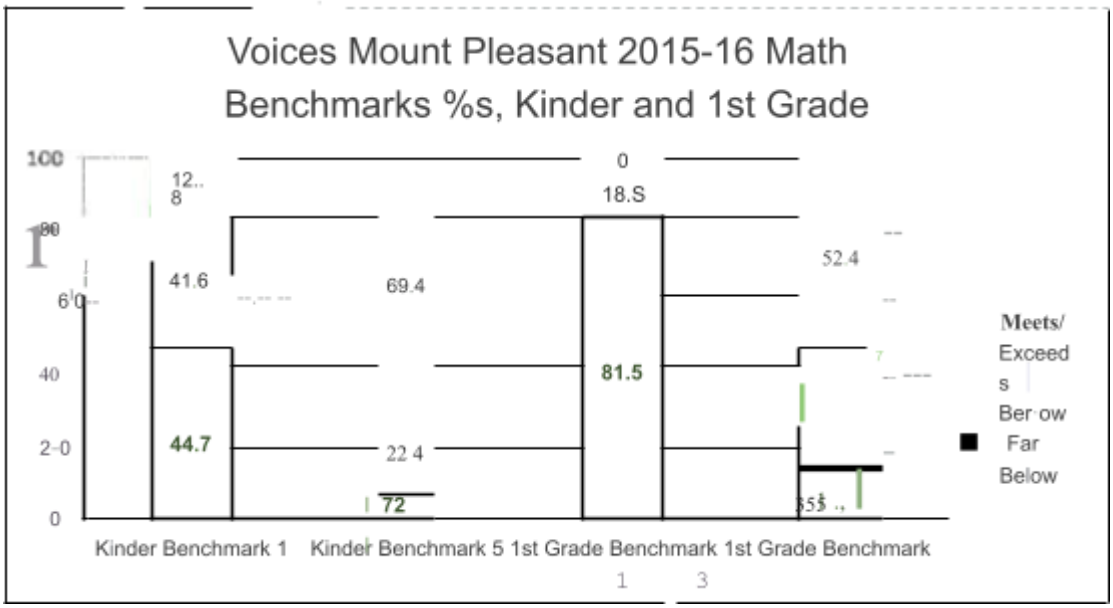
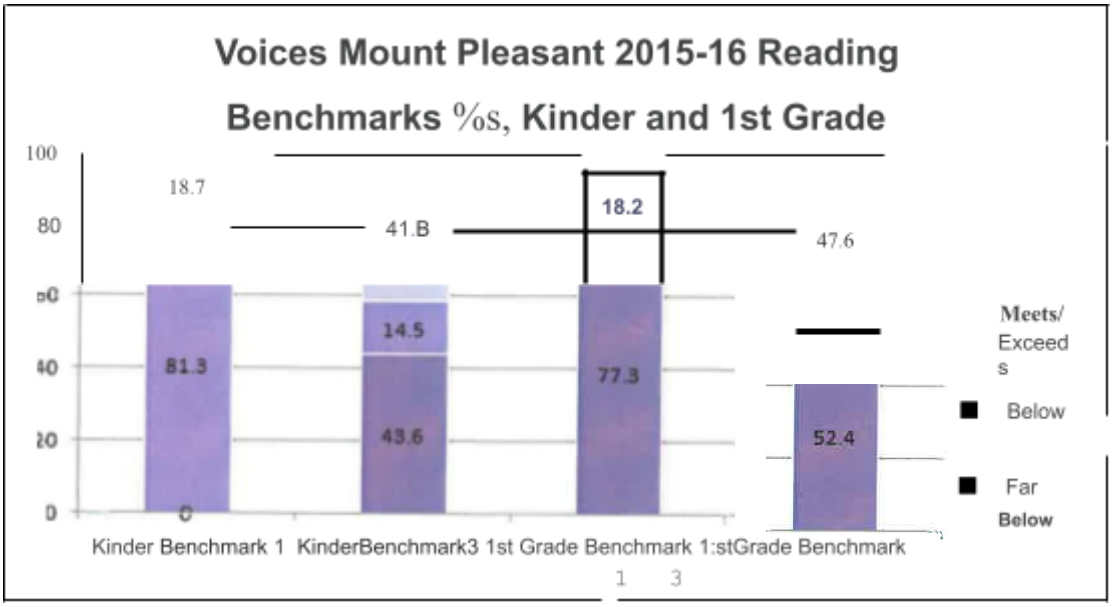


Figure 1.7 - Voices Mount Pleasant: Comparison of Kindergarten and 1st Grade Reading Benchmarks 1 and 3 for the 2015-16 School Year



Other evidence of Voices' success can be measured by the demand for our program from families in local and surrounding districts. Our current total waiting list for all schools in grades TK.-8 stands at 767 students. Moreover, parent satisfaction results are extremely positive. In the 2015-16 school year, an average of 99% of parents from all Voices charter schools responded that the bilingual program is very effective and an average of 98% answered that the charter schools set high academic standards and meets the individual academic needs of their child. Furthermore, Voices' commitment to its school-wide discipline plan, values, character development, parent engagement and leadership development and high expectations have led to zero (0) expulsions in Voices flagship's nine-year history and a low incidence of less than .02% suspensions in the last nine years (S 2 days).

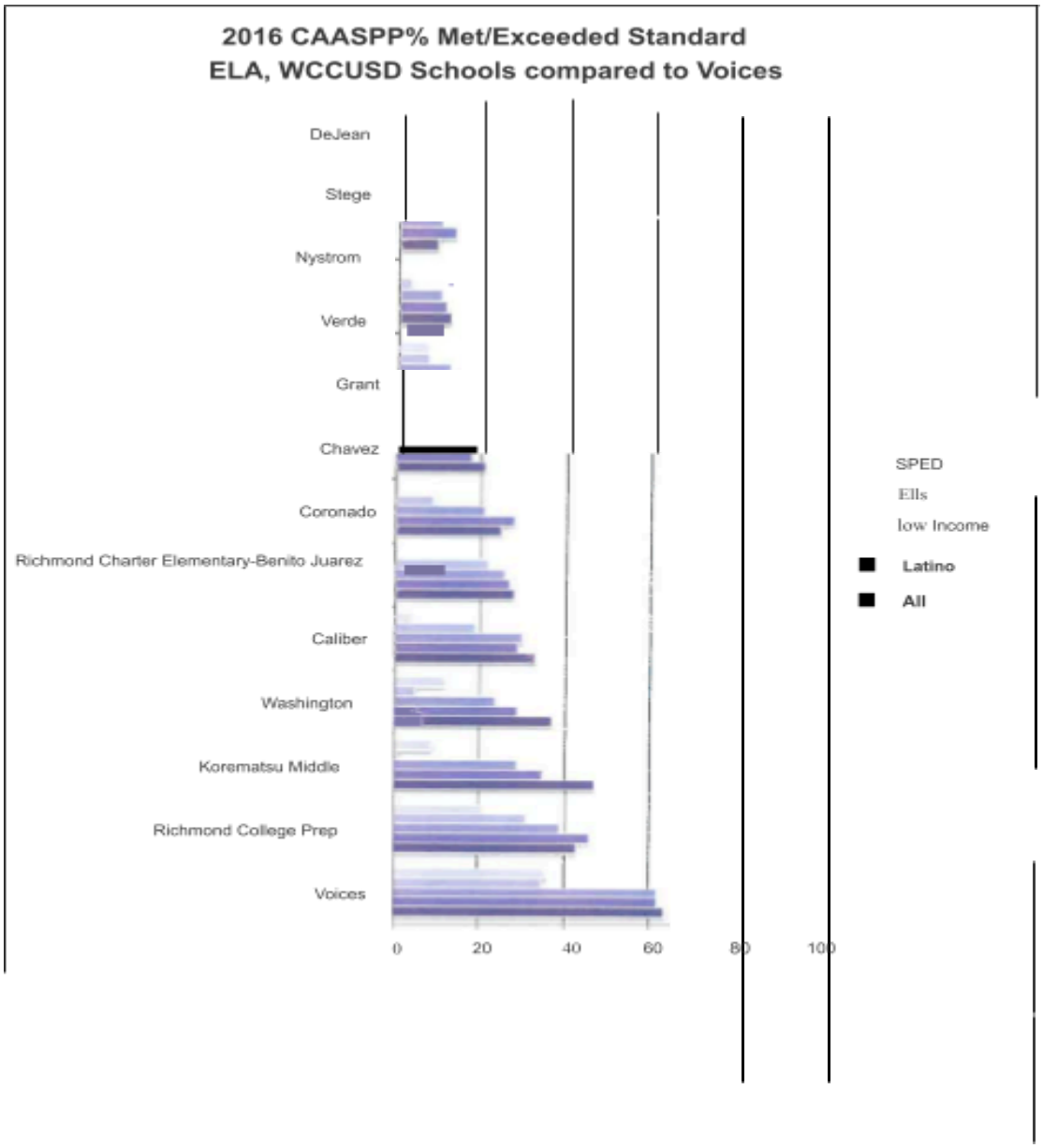
Finally, Voices consistently ranks among the top performing dual immersion schools m California when compared to similar schools. Other Voices accomplishments include:

- California Distinguished School (2012)
- Westem Association of Schools and Colleges ("WASC") Accreditation (6 year)
- State Title I Academic Achievement Award (2014)
- Hart Vision Charter School of the Year Award (2015)
- Innovate Public Schools' Report *Top Bay Area Public Schools for Underserved Students* (2016) - 7th place for Top Performing Elementary Schools and 2nd place for Top Performing Middle Schools

How does Voices compare?

Voices outperforms WCCUSD schools in regards to schoolwide and subgroup CAASPP scores. The charts below show a comparison between West Contra Costa Unified School District selected schools[1] to Voices' flagship based on 2016 CAASPP schoolwide and subgroups.

Figure 1.8 - Comparison of 2016 WCCUSD selected schools' ELA schoolwide and subgroups to Voices flagship (elementary and middle schools)



[1] Based on similar demographics and the specific geographical region of Richmond and San Pablo.

Figure 1.9 - Comparison of 2016 WCCUSD selected schools' Math schoolwide and subgroups to Voices flagship (elementary and middle schools)

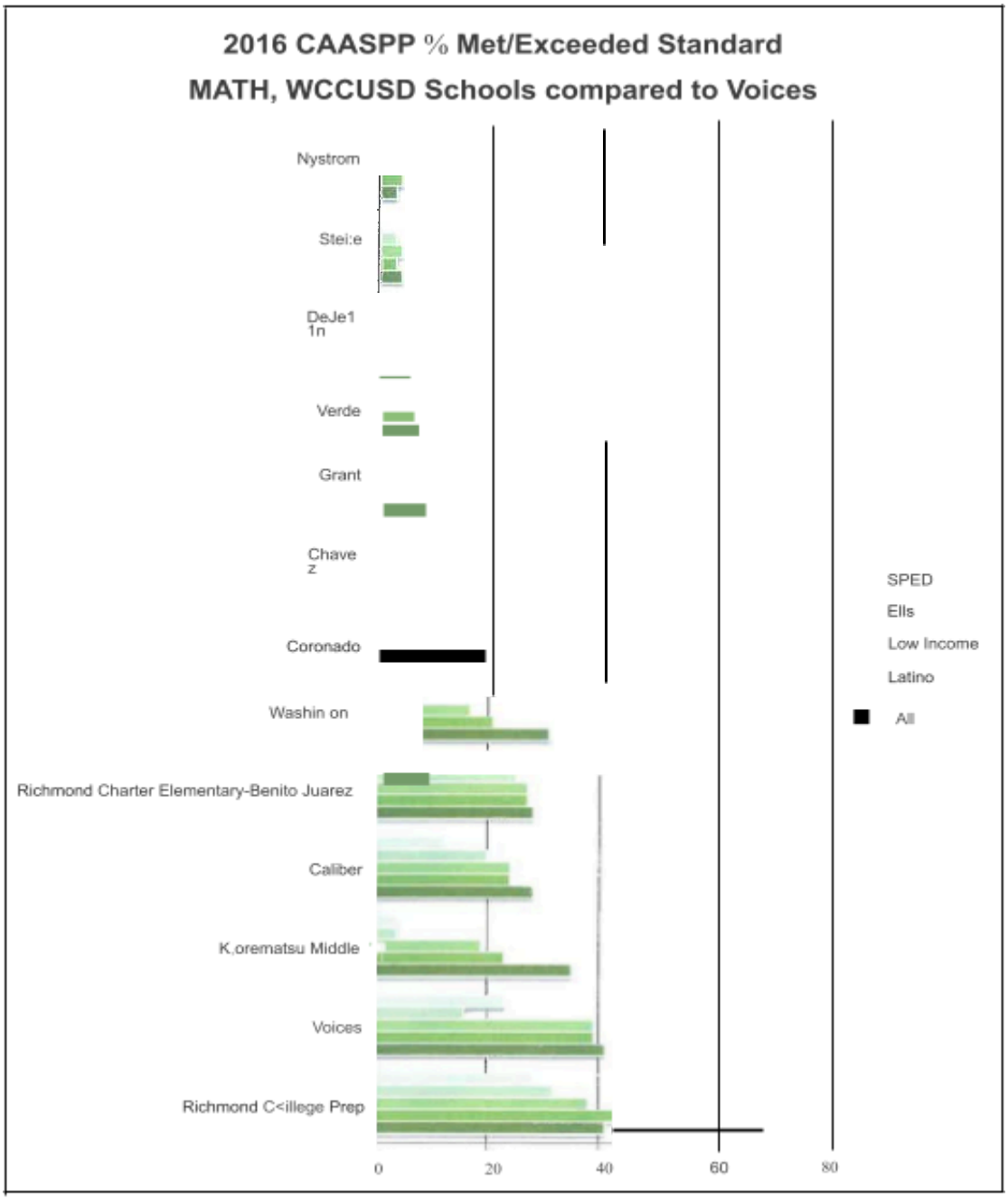
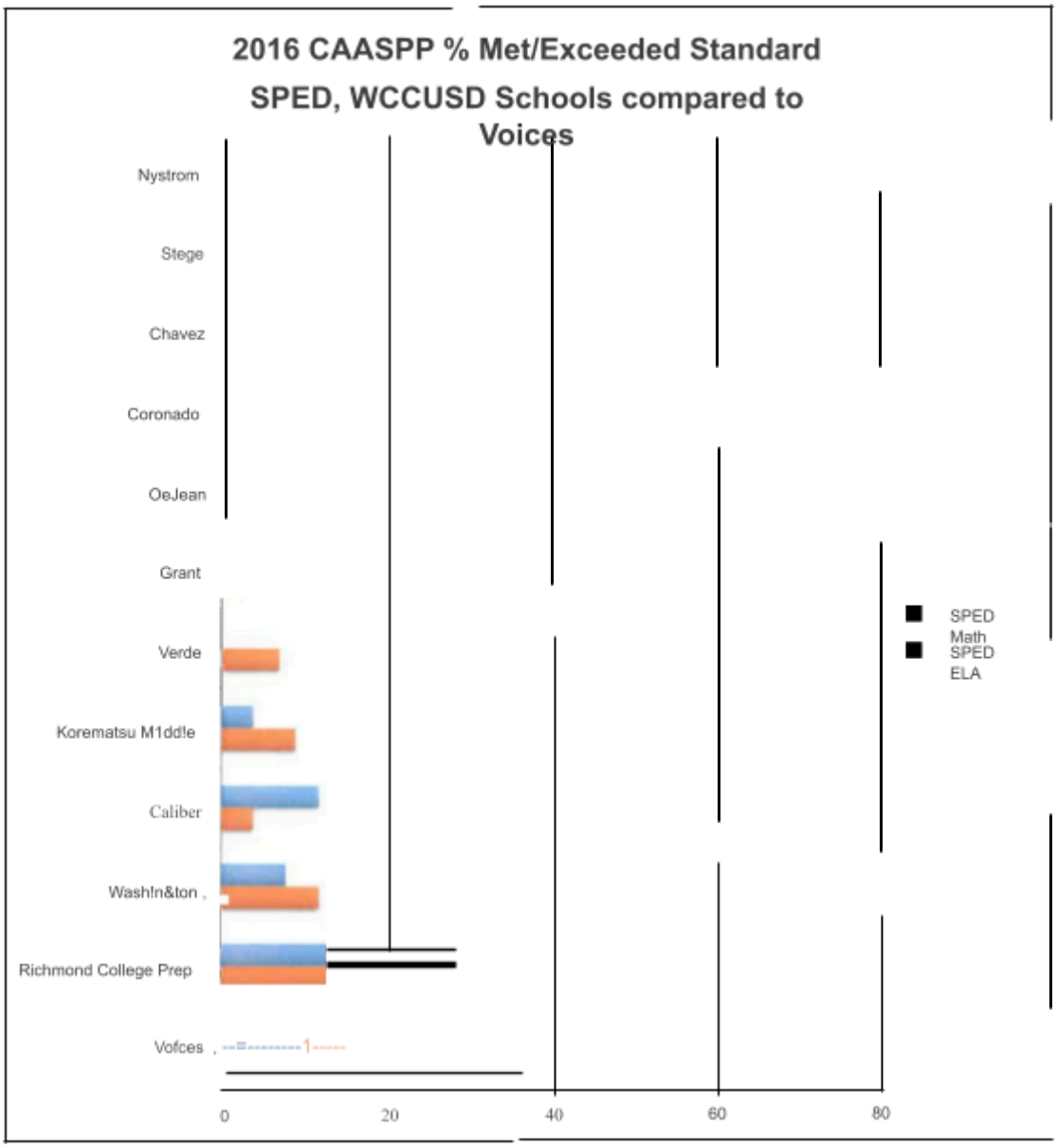


Figure 1.10 - SPED comparison of 2016 WCCUSD selected schools to Voices' flagship (elementary and middle schools)



Affirmations and Declaration

As the lead petitioner, I, Frances Teso, hereby certify that the information submitted in this petition for a California public charter school, Voices College-Bound Language Academy at West Contra Costa, and to be located within the boundaries of the West Contra Costa Unified School District, is true to the best of my knowledge and belief; I also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including , but not limited to:

- The Charter School shall be nonsectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(l)]

- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(l)]

- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(l)]

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(l)]

- Voices College-Bound Language Academies declares that it shall be deemed the exclusive public school employer of the employees of Voices WCC for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]

- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.l(f)(5)(C)]

- The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref.

Education Code Section 47605(d)(A)-(C)]

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

- The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools are required to hold. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. [Ref. California Education Code Section 47605(1)]

- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.

- The Charter School shall comply with the Ralph M. Brown Act.

- The Charter School shall comply with the Political Reform Act.

- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").

- The Charter School shall comply with the Public Records Act.

- The Charter School shall comply with the Family Educational Rights and Privacy Act.

- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(l)(A)(D).

- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. Education Code Section 47605(d)(3)]

- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]

- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(c)]

- The Charter School shall comply with any applicable jurisdictional limitations to

locations of its facilities. [Ref. Education Code Section 47605 and 47605.1]

- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Section 47612(b) and 47610]

- The Charter School shall meet or exceed the legally required minimum of school days. [Ref. Title 5 California Code of Regulations Section 11960]

Frances Deso
Lead Petitioner Signature

1-18-17
Date

Element 1: Educational Philosophy and Program

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(b)(5)(A)(i).

The annual goals for the charter school, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(b)(5)(A)(ii).

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

Vision
All students graduating from Voices College-Bound Language Academy at West Contra Costa will possess the knowledge, skills and confidence to succeed in any career path they choose to pursue in life by mastering academic standards and developing a deep understanding of subject matter. Students will have a heightened awareness of the endless possibilities for their future and will be able to think critically by asking the right questions, especially when confronted with the status quo.

With the guidance of teachers who are dedicated to being active participants in a professional learning community driven by student learning and parents who work in partnership with the Charter School, students will have a lifelong intrinsic desire to learn and a sense of social responsibility to make their communities better for those that come after them.
Ultimately Voices College-Bound Language Academy at West Contra Costa will be a place where:

1. All adults believe **all** students can learn and achieve at high academic levels
2. All students are achieving at levels superior to state standards
3. All students are bilingual, biliterate and bicultural
4. All students are strong communicators
5. All students realize their power to construct a new reality for themselves and their communities
6. All teachers provide differentiated instruction that is standards based and founded on best practices

7. All teachers' collaboration, planning, and instruction is driven by analysis of student achievement data.

Values and Culture

Voices College-Bound Language Academy at West Contra Costa will exemplify a new culture of teaching and learning. All stakeholders will see themselves as both teachers and learners. For example, teachers will have daily dedicated time for professional development and will share best practices and lessons learned with the professional community. Students will be focused on learning and achievement. Parents will develop their skills and knowledge and learn how to best support their children on their academic journey to college. Parents will be warmly welcomed to share their expertise and experiences to enrich our school.

The Voices WCC culture will be driven by our values and mission. Our culture, academic programs and even conduct system will all support the qualities necessary for personal and professional success. Such qualities include:

- Personal Responsibility: Teachers, parents and students will be held up to the highest expectations of personal and collective responsibility. The saying "No Excuses" will influence our practices. Although times may be trying and outside influences seem overwhelming, we will look within ourselves to take responsibility for our actions. For instance, teachers will not make excuses for low student achievement, students will not make excuses for lack of effort, and parents will not make excuses for truancy. Only then can we move forward and make positive change. Likewise, all stakeholders will understand that they have a collective responsibility to help others and to share their expertise and talents with others.

- Absolute Determination: We each will look within ourselves to overcome obstacles. Taking into account that many Voices WCC students and families may face adversity, they will discover that through perseverance these challenges can be overcome. Students will understand that nothing is beyond their reach. They all have potential to make their dreams a reality.

- Community: No one at Voices WCC is ever alone. Together, parents, teachers and students will accomplish great feats. The notion that despite our differences and diversity, we are all moving towards the same vision of high student achievement will unite us. For instance, to achieve the Charter School's mission, teachers will work collaboratively; parents and teachers will work as partners; parents will develop as leaders and be active at school and in their community and students will support each other.

Whom the Charter School is Attempting to Educate: Target Student Population

Voices WCC plans to serve approximately 504 students in grades Transitional Kindergarten ("TK") -8 with full build out in year 8, and anticipates opening in year one with approximately 112 students in grades TK/Kindergarten and first grade, but reserves the option to open with additional grade levels in order to meet demand and capacity. After year one, we intend to grow by one grade level per year to serve students in grades TK/Kindergarten through eighth grade.

The Charter School intends to open with approximately 56 TK/Kindergarten students (two classes) and 56 first graders (two classes). We mitigate class sizes by providing an Associate

Teacher (paraprofessional) in all TK/K-4th grade classes, which decreases the adult:student ratios. This growth plan will allow the Charter School to create a cohesive culture and a coherent curriculum and instructional program.

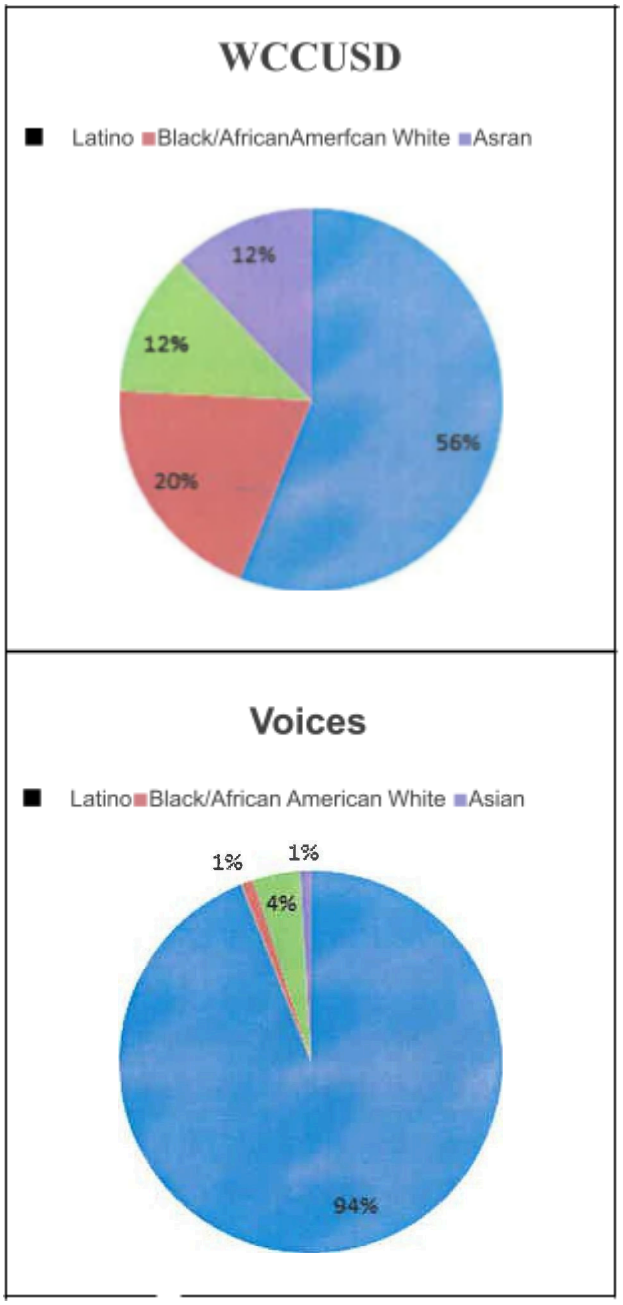
Figure 1.12 - Voices Projected Enrollment by Grade

Grad Lev	Year 2018-19	Year:?. 2019-20	Year 3 2020-21	Year-l 2021-22	Year 5 2022-23	Year 6 2023-24	Year 7 2024-25	Year 8 2025-26
TK/K	56	56	56	56	56	56	56	56
1	56	56	56	56	56	56	56	56
2		56	56	56	56	56	56	56
3			56	56	56	56	56	56
4				56	56	56	56	56
5					56	56	56	56
6						56	56	56
7							56	56
8								56
Totals	112	168	224	280	336	392	448	504

Historically, Latino, Spanish-speaking students make up the majority of Voices' student population. A large percentage of the students receive free or reduced price meal **("FRPM")** benefits and our special education population is consistently at 7-10%, which reflects our current home districts. Voices WCC seeks to enroll a student population that reflects the general population residing within the territorial jurisdiction of the District. Voices WCC will focus recruitment efforts in Richmond and San Pablo. As such, Voices WCC will strive to reflect West Contra Costa's diversity from socioeconomic, racial, linguistic, and cultural perspectives and will constantly seek to support and build community.

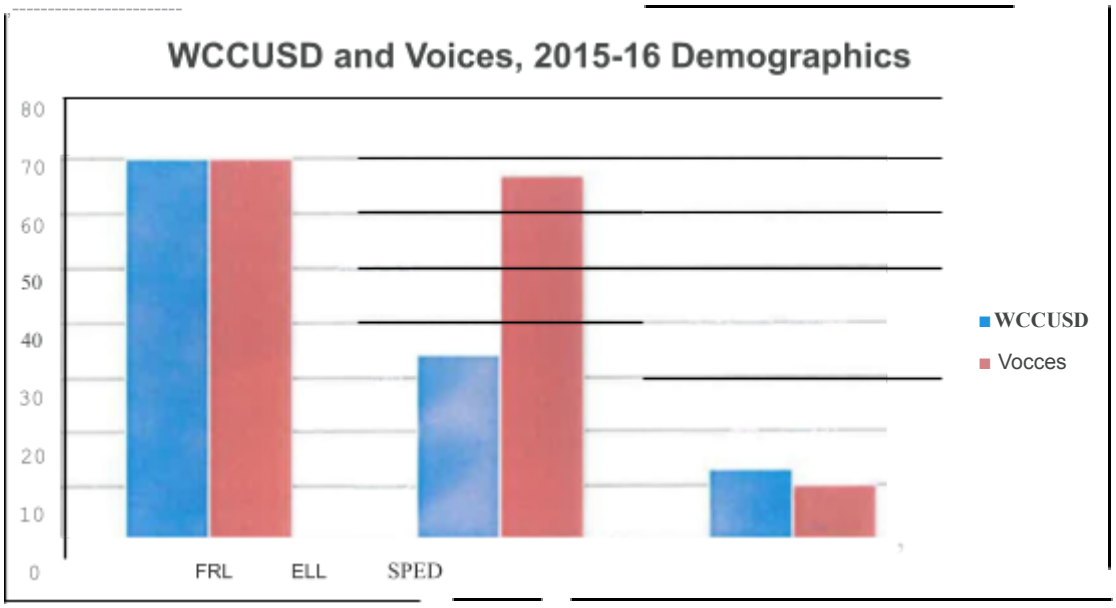
Per the WCCUSD website,2 in 2014-15, 51% of the District's student population was Hispanic or Latino, 11% was White, 11% was Asian, 18% was African American, and 1% was not reported. Additionally, according to the 2010 Census data, Richmond and San Pablo have an average of 49% Latino, 15% African American, 15% Asian and 14% White.

Figure 1.13 - WCCUSD and Voices 2015-16 Enrollment by Ethnicity



Per the Ca]ifomia Department of Education ("CDE"), 34% of WCCUSD students were English Learners in 2015-16.[3] Eighty-three percent of its ELs are Spanish speakers, 2.2% speak Pilipino or Tagalog, and 1.9% speak Arabic.[4]

Figure 1.14 - WCCUSD and Voices 2015-16 Enrollment



As a non-selective public school, Voices WCC is tuition-free and admits any student regardless of ethnic, socioeconomic or religious background. Voices WCC will serve all families that submit an application for their children in corresponding grades up to our enrollment capacity. A public random drawing will be held should the number of applications received exceed the number of available spaces.

- We will work in tandem with parents, community members, and the WCCUSD from which the majority of our students will come, to realize the mission of the Charter School.

The Need for Voices WCC

Voices WCC will be open to any student. In particular, we are committed to providing educational opportunities and choice to those students who are underserved in the Richmond and San Pablo areas (e.g. students from disadvantaged socio-economic backgrounds, students with disabilities and English learners), with particu1ar efforts made to recruit students who are not succeeding in traditional public schools. WCCUSD currently has a significant achievement gap between Asian and White students compared to Latino and Black students, socio-economically

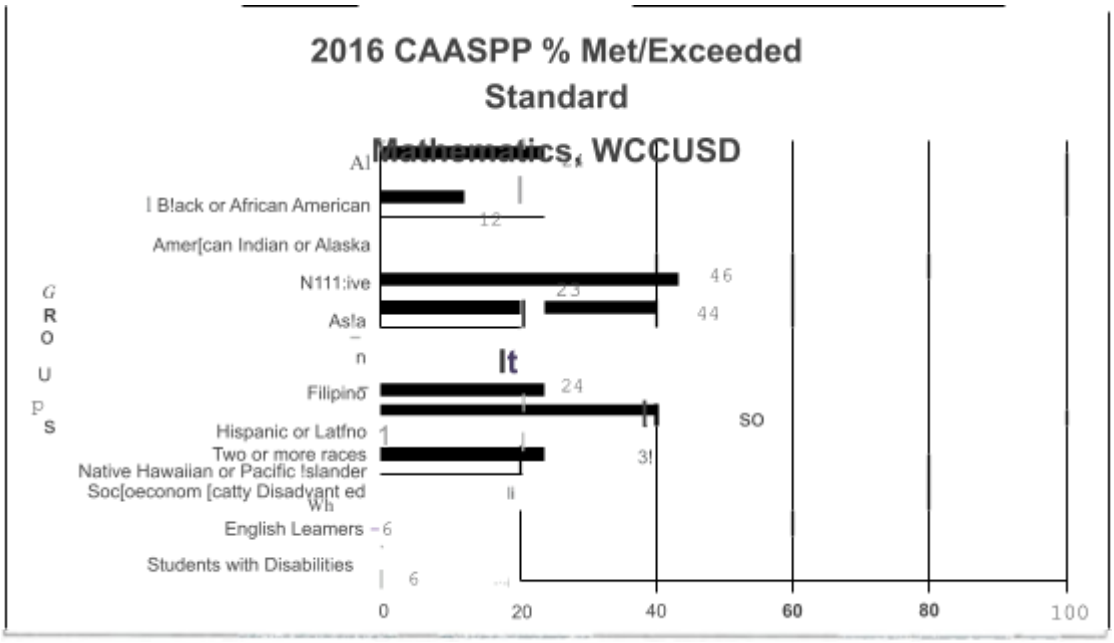
[3]http://dq.cde.ca.gov/dataquest/Enrollment/EthnicEnr.aspx?cChoice=DistEnrEth&cYear=20 l 5- 16&cSelect=0761796-West%20Contra%20Costa%20Unified&TheCounty=&cLevel=District&cTopic=Enrollment&myTimeFrame=S&cType=ALL&cGender=B

4http://dq.cde.ca.gov/dataquest/SpringData/StudentsByLanguage.aspx?Level=District&TheYear=20 l 5-

l 6&SubGroup=All&ShortYear=1516&GenderGroup=B&CDSCode=07617960000000&RecordType=EL

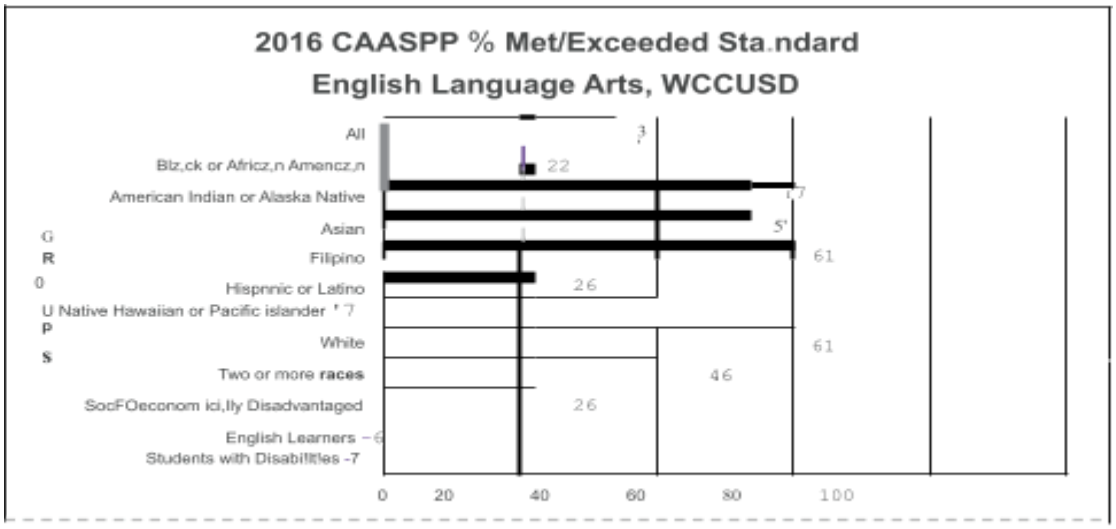
disadvantaged students, and ELs in both ELA and Math.[5] Additionally, academic achievement overall in the district is low for all students, but specifically for the subgroups mentioned above. The following charts show WCCUSD student data.

Figure 1.15 - WCCUSD 2016 CAASPP, Math



[5]http://data1.cde.ca.gov/dataquest/Acnt2013/2013APRDstAYPChart.aspx?allcds=4369583

Figure 1.15- WCCUSD 2016 **CAASPP,** ELA



The table below summarizes the achievement gap between White students, Latino students, and English learners in ELA for selected WCCUSD schools and Voices' flagship school.

Figure 1.16 - 2016 WCCUSD Achievement Gap (White student subgroup compared to Latino and English Learner student subgroups) - % Met/Exceeded Standard ELA, CAASPP[6]

School	White	Latino	Gap	English Learner	Gap
Voices	64%*	62%	-2%	35%	-27%
State	64%	37%	-27%	13%	-51%
WCCUSD	61%	26%	-35%	6%	-55%
Washington	63%	29%	-34%	5%	-58%
Nystrom	64%*	11%	-53%	3%	-61%
Grant	64%*	17%	-47%	6%	-58%
Chavez	64%*	18%	-46%	4%	-60%
Stege	64%*	13%	-51%	6%	-58%
Verde	64%*	13%	-51%	7%	-57%
DeJean	64%*	7%	-57%	0%	-64%

*These schools do not have a numerically significant White student subgroup. Comparisons are to statewide scores for White students.

[6]http://caaspp.cde.ca.gov/sb2016/Search?ps=true&lstTestYear=20 l 6&IstTestType=B&lstGroup=4&lstCounty=07&lstDistrict=6 l 796-000&lstSchool=6120885

Washington, Nystrom, Grant, Chavez, Verde, Stege and DeJean
Voices WCC will be geographically located within the attendance boundaries of the WCCUSD and our target population of students (ELs, FRPM) may otherwise attend a number of underperforming schools in the district.

Washington, Nystrom, Grant, Chavez, Verde, Stege elementary schools and DeJean Middle School are all ranked in the bottom 30% of schools in California according to the latest Innovate Public Schools report7, with Great Schools rankings as low as 1-4.[8] These schools are serving high numbers of Voices target students but their academic achievement is vastly different than Voices. Several of the schools listed above have single digit percentages of students who met/exceeded standards in ELA or Math CAASPP in 2016.[9]

This data demonstrates that there are no schools that serve Voices WCC's intended grade levels and geographic region with FRPM or English Learner subgroups achieving anywhere near the state average for white student achievement and all demonstrate a significant achievement gap. WCCUSD parents are demanding a school choice option that will offer a rigorous program of study that will assure their children attain the state minimum performance targets, closes the achievement gap and places their children on a university trajectory. Voices WCC will provide this opportunity for underserved students in West Contra Costa with a proven model through the context of a rigorous, college-going, dual-immersion program that values their language and culture.

Choice Options in West Contra Costa
Our target families and student body currently do not have sufficient, viable school choice options for their children. Presently there are 38 private schools in the Richmond area that serve students in grades K-8. The families we intend to serve are households below the poverty line and cannot afford the private school tuition that thousands of their more affluent neighbors can afford. Additionally, while there are 13 public charter school options serving grades K-12, but none of those offer a high performing dual immersion program, only 4 of them serve the grades Voices WCC will be serving, and only one school, Caliber, serves Voices WCC's exact grades. Moreover, while those public charter schools increase the options for families in WCCUSD, those schools also have significant waiting lists, which suggest that demand and urgency are not

[7] http://reports.innovateschools.org/2016-top-schools/
[8] http://www.greatschools.org/califomia/richmond/6l 8-Washington-Elementary-School/. "The GreatSchools rating is a simple tool for parents to compare schools based on test scores. It compares schools across the state, where the highest rated schools in the state are designated as "Above Average" and the lowest "Below Average." It is designed to be a starting point to help parents make baseline comparisons. We always advise parents to visit the school and consider other information on school performance and programs, as well as consider their child's and family's needs as part of the school selection process."
[9] Nystrom and DeJean: 3% of all students met/exceeded standard in Math. Verde: 4% of all students met/exceeded standard in Math. Both Nystrom and Verde only had 12% of all students meet/exceed standard in ELA, with Grant and Chavez at 17% and 18% respectively in ELA. http://caaspp.cde.ca.gov/sb2016NiewReport?ps=true&lstTestYear=2016&lstTestType=B&lstGroup=1&lstCounty= 07&lstDistrict=61796-000&lstSchool=600488l, http://caaspp.cde.ca.gov/sb2016NiewReport?ps=true&lstTestYear=2016&lstTestType=B&lstGroup= 1&lstCounty=07&lstDistrict=61796-000&lstSchool=6004774, http://caaspp.cde.ca.gov/sb2016NiewReport?ps=true&lstTestYear=20l6&lstTestType=B&lstGroup=1&lstCounty= 07&lstDistrict=61796-000&lstSchoo1=6005011

met. Voices intends to increase the amount of high quality public school choices for families, meet the demand and urgency they have, and close the achievement gap.

Voices has not only demonstrated success with the student populations we are targeting, but we have also successfully closed the achievement gap for Latino students by 8th grade.[10] There are an estimated 7,336 students currently attending WCCUSD schools where the White/Asian and Latino/Black gap is greater than 30 points.[11] This data, in addition to overall low performance across the District emphasizes the deep need for public school choice for the children of underserved families that currently attend persistently struggling and underperforming schools in the District.

Voices WCC is committed to helping meet that need and change that trajectory for hundreds of students. Voices WCC will provide a free, quality choice option with a research-based, rigorous academic and culturally responsive approach, ensuring all students reach equally ambitious expectations for achievement.

Parent and Community Outreach

Parent and community outreach is a critical piece of Voices' dive into new communities as well as a core value in how we operate at all of our existing schools. After the initial West Contra Costa families reached out to Voices, we met extensively with parents and community members prior to making a decision about applying for a charter school in the District. We do this because we believe the people closest to the inequities in their communities must make and own the decisions about how to address that need. In one to one and small group meetings with parents from the District as well as leaders of non-profits and community-based organizations, Voices learned there is an appetite for a proven excellent dual immersion school in the District. We also learned that families have suffered for a long time without adequate choices. There were many components of our model that impacted these families and leaders, such as our reclassification rates, our staff:student ratio in the elementary grades, our results and our culturally responsive and additive approach to the values, culture and language each family brings with them to Voices. To date, we have hosted 3 visits to our flagship campus in San Jose as well as conducted house meetings for parents to learn more about Voices.

A unique component of our outreach is to invest time and resources in training parents about how to read data, understand public education, plan and run their own meetings, persist in asking good questions, and get to know their elected officials. Parents who feel they are sufficiently informed and knowledgeable will make the best decisions for their children and families.

We continue to reach out to parents, community leaders, organizations and elected officials across the community as well as host information sessions and tours to ensure stakeholders not only begin to know Voices but to ensure Voices continues a transparent process to build relationships and trust in the community. We also have a plan for continued outreach as we progress through school planning and start-up phases.

[10] Innovate Public Schools http://reports.innovateschools.org/2016-top-schools/

[11] Formula is White/Asian average ELA % Met/Exceed compared to Latino/Black average ELA % Met/Exceed except where there is only one of either subgroup.

It is our intention and plan to continue our attempts to meet with all WCCUSD Trustees and Superintendent Duffy, and we remain committed to working collaboratively to serve in the best interest of all of West Contra Costa students.

Finally, we have found support for Voices WCC demonstrated in the following manners:

Teacher signatures: We have met the charter petition requirements of Education Code Section 47605(a)(l)(B) with the signatures of California credentialed teachers who expressed meaningful interest in teaching at Voices WCC. See teacher petition signatures attached as Appendix B.

How Learning Best Occurs

In order to be prepared to be successful and compete in the future, our students must acquire different habits of mind, centered on critical thinking and problem solving, and rigorous academic expectations. We will prepare our students for this new world and economy by providing educational opportunities based on the following research -based pedagogical principles:

Standards-Based: To adequately prepare students for academic success as measured by state indicators, our students will be fully immersed in the Common Core State Standards, Next Generation Science Standards ("NGSS"), and applicable state content standards. (Ainsworth, 2003)

Multilingual: Research demonstrates that virtually all children, are capable of acquiring multiple languages and benefit from bilingual instruction. (Ovando & Collier, 1998; Cummins, 1986; Lindholm-Leary, 2001; Snow, 1990)

Cognitive: The most powerful learning comes from developing sophisticated understanding of concepts and higher order thinking associated with various fields of inquiry. (Bruner, 1966 & 1996; Wiggins & McTighe, 2005)

Developmental: Schooling matches its activities to the developmental level of children and then accelerates learning. Teachers must "hook" students when necessary content does not naturally pique student interest. (Bruner, 1966 & 1996; Piaget 1969; Wiggins & McTighe, 2005)

Rigor: Students learn best when faced with genuine challenges to think about new interpretations and possibilities, to see patterns and interpret them. (Doll, 1993; Bruner, 1966; Cole & Vygotsky, 1978; Wiggins & McTighe, 2005)

Critical Thinking: Children should be taught how to think and be offered questions to think about. Through authentic dialogue students develop an awareness of reality and bias which then helps them examine new possibilities. (Burbules, 1993; Cortes, 1986; Freire, 1996; Olsen & Astington, 201O; Shor, 1992; Wiggins & McTigh, 2005)

Reflective: Ample opportunities for learners to look back, to reflect, and to debrief about both what they know and don't yet know must be provided. (Dewey, 2004; Doll, 1993; Freire,1996)

Authentic: Real, rich, complex ideas and materials are at the heart of the curriculum because active, hands-on, minds-on, concrete experiences are the most powerful form of learning. Children learn best when they encounter whole, real ideas, events, and materials in purposeful context and not by only studying sub-parts isolated from actual

use. Content is made relevant by making connections to life outside the classroom (Doll, 1993; Gardner, 1991; Piaget, 1969; Wiggins & McTighe, 2005)

Collaborative: Cooperative learning activities tap the social power oflearning especially for children learning a second language. Learning is socially constructed; students working together collaboratively in a variety of different groupings maximizes learning for all students regardless of their achievement levels (Cummins, 1986; Lindholm-Leary, 2001; Slavin, 1983; Vygotsky, 1978, 1990)

Recursive: Ideas, concepts and themes are not just taught once and forgotten. They are revisited throughout a child's education, building understandings into more sophisticated levels each time. (Bruner, 1966; Dewey, 1971; Doll, 1993; Piaget, 1969; Whitehead, 1967; Wiggins and McTighe, 2005)

Transformational: Children do not just receive knowledge; they create it within the cognitive systems they encounter; fostering new ways to see and do things. (Doll, 1993; Freire, 1996, Bruner,1966; Shor, 1992)

Development of Character: The classroom and school are model communities where students learn the skills and practices they need to live as productive citizens of the greater community. Students learn to take full responsibility for their own learning. (Komarnick, 2004; Kohn, 1993)

Culturally Responsive Practices: The academic achievement of these students [diverse, racial, ethnic, cultural, linguistic, and social-class groups] will increase if schools and teachers reflect and draw on their cultural and language strengths. (Gay, 2000; Delpit 1995, Nieto, 2010).

Parent and community involvement: Students are successful when they are supported by caring adults and when school and home work as partners to set high expectations for student behavior and achievement (Brandt, 1989; Delgado-Gaitan, 1990)

What It **Means to Be an Educated Person in the 21st Century**

The skills needed in tomorrow's society are different from those traditionally afforded to children of color in underserved school communities, and the level of competency required is higher than ever before. An educated person in the 21st Century is a bilingual, technologically competent, lifelong learner, has a global perspective, and is enthusiastic about acquiring new knowledge and applying it to novel situations. She/he is self-motivated and able to make informed life decisions based on awareness and understanding of all of life's possibilities. She/he is an active citizen in the community who is open-minded and values multiple perspectives and diversity.

Additionally, our vision of what is means to be an educated person in the 21st century and our entire program of study is strongly supported and aligned by the "thinking" and academic skills outlined in the Common Core State Standards, the California Next Generation Science Standards, and the National History Standards[12]. Please see Appendix C for Description of Academic Rigor at Voices.

It is the goal of the Charter School to enable students to become self-motivated, competent, lifelong learners.

[12] http://nchs.ucla.edu/Standards/

Curriculum and Instructional Design

Powerful, applicable and relevant learning for all students is Voices WCC's goal. A "minds-on" curriculum, acceleration, ongoing assessments and meaningful parent engagement are the means. Voices WCC's chosen instructional approaches will enable the Charter School's students to achieve the objectives specified in the charter, master the academic content standards and meet the social/emotional needs of our student body through:

- Using Research-Proven Instructional Models
- Sharing Best Practices for Student Success
- Focusing on Core Content and Standards-Based Curriculum
- Providing Academic and Support Services for Struggling Students
- Having a Results Matter Philosophy
- Building a Professional Leaming Community ("PLC")
- Enabling Character Education and remaining College-Bound Focus

As a result of these approaches, our students will not only meet program goals and assessment targets, but also become literate, self-motivated, ambitious, life-long learners. Teachers and administrators together will research and choose curriculums, programs and supplements that meet the needs of students ensuring that they align with the Charter School's philosophies, academic approaches, program, and mission. Across all grades, Voices WCC will seek to balance more progressive teaching strategies, linked to student engagement and motivation, with more traditional strategies, required for success in higher education.

Research-Based Instructional Models and Pedagogy
All of Voices WCC's instructional models and instructional techniques have been chosen because they are research-based and have been proven to be best practices for English learners and students of color. Teachers will successfully address students' needs and preferred modes of learning, while students have an opportunity to access rigorous content and use expressive and receptive skills in a highly academic manner. The instructional models and techniques include:

Dual Immersion Program
Foremost, Voices WCC meets the needs of our English Learners by implementing a Dual Immersion Program. Research has shown that Dual Language Programs are the only English Language Development models found to assist students to fully reach the 50th percentile or above in both their primary language (Ll) and second language (L2) in all subjects. In addition, the Dual Language Program also allows students to maintain that high level of achievement and to reach even higher levels through the end of K-12 schooling. Research findings also demonstrate that a quality Dual Language Program must include all of the following instructional components to reach these results.

- A socio-culturally supportive school environment
- An incorporation of multiculturalism and culturally competent strategies into instruction and materials, including student's values and ways of learning. Students work collaboratively and learn together.
- An additive bilingual environment
- Ensure that all students maintain their home language while acquiring a second.
- Support of all learners to reach high academic achievement while nurturing and supporting them. Every adult is committed to the belief that all children can learn at high

levels.
- A celebration of diversity in all its forms

The highly regarded longitudinal research of Wayne Thomas and Virginia Collier states (See Appendix D for more research):

- One-way and two-way developmental bilingual education programs (or dual language, bilingual immersion) are the only programs we have found to date that assist [EL] students to fully reach the 50th percentile in both L1 (primary language) and L2 (language being learned) in all subjects and to maintain that level of high achievement, or reach even higher levels through the end of schooling. The fewest dropouts come from these programs.
- Dual immersion programs were the only program models that closed the achievement gap even when taking into account high student mobility, English language acquisition, ethnicity and parent education levels and SES.
- Bilingually schooled students outperform comparable monolingually schooled students in academic achievement in all subjects, after 4-7 years of dual language schooling.
- Native-English speakers in two-way bilingual immersion programs maintained their English, added a second language to their knowledge base, and achieved well above the 50th percentile in all subject areas on norm-referenced tests in English. These bilingually schooled students equaled or outperformed their comparison groups being schooled monolingually, on all measures.

In addition, more recently, the California Department of Education commissioned and published a report outlining the significant progress in the field of English learner Education.[1] The intent of this report was to gather the most prominent researchers in the field of English Language learning to offer a comprehensive review and analysis of the strongest research evidence currently available to inform instructional practices for English learners. The report cites the following benefits of a dual language education:

- Globalization: Educational programs that afford students opporturut1es to acquire English and other languages and to become familiar with other cultures are better suited to offering graduates a premium in the global village.
- Neurocognitive Advantages: A bilingual advantage has been demonstrated consistently by individuals competent in completing tasks or solving problems when competing information is available.
- The Home Language Advantage: English learners with advanced levels of competence in certain aspects of the home language demonstrate superior achievement in English Literacy compared with English learners who lack or have lower levels of competence in these home language abilities.

- Schooling and Cultural Competence: Dual language programs provide students with communication skills and cultural awareness that facilitate intergroup contact and appreciation.

Lastly, our Dual Immersion instructional decisions are data and results-driven and determined

[1] Improving Education for English Learners: Research-Based Approaches, California Department of Education (2010)

based on best practices, student needs, and our local context. This approach has been validated by Diez and Karp (2013).[2]

> Today, what is emphasized in the literature is choosing a model that meets the needs of the students in the school, adhering to the model across all grades and teachers while allowing enough flexibility to change the program model if needed...In other words, practitioners must select a program that works for their students and implement it with fidelity while also keeping it flexible.

Systematic ELD

English Learners will receive daily structured English Language Development for 60 minutes per day, which is 50% more than required by the state for traditional public schools. Teachers make connections with content and make "input comprehensible." We will use the Systematic ELD Framework and curriculum to develop English proficiency and to address the four domains (reading, writing, listening and speaking) of language development.

Systematic ELD instruction is part of a comprehensive program for English Learners. The purpose of dedicated ELD instruction is to develop a solid foundation in the English language and to increase students' ability to communicate for a range of purposes. Effective ELD instruction supports achievement in other content areas by teaching students the language skills to successfully engage in content (academic) learning. It helps equip students with the language needed to express the sophistication of their thinking.

Systematic ELD will be taught daily, during time specifically dedicated to teaching English. It follows a developmental scope and sequence of language skills that includes substantive practice to ensure that students develop fluency and accuracy. For this part of the instructional day, students will be taught at their assessed level of English proficiency to ensure they develop a solid English language foundation and are continually challenged to stretch their ability to flexibly use language as recommended by the California Department of Education.[3] See Appendix E for Sample ELD Lesson Plan.

- Systematic English Language instruction:
- Explicitly teaches language by assessed proficiency level
- Emphasizes oral language development (listening and speaking) through carefully structured, purposeful and engaging interactions
- Emphasizes application of language skills through reading and writing

[2] Diez, Virginia and Karp, Faye, "Two-Way, Bilingual Education in Boston Public Schools: Required features, Guidelines and Recommendations" (2013). *Gaston Institute Publications.* Paper 180

[3] Improving Education for English Learners: Research-Based Approaches, California Department of Education (2010)

- Lays out a scope and sequence of grammatical forms and sentence structures needed to communicate for a range of purposes (:functions)
- Teaches vocabulary for social and academic purposes moving from general to increasingly precise words
- Provides ample oral and written practice for application of newly taught language in authentic contexts
- Does not replace literacy or other content instruction, but rather equips English Learners with the language they:
  - Are not likely to learn outside of school,
  - Will not be taught in any other content area, and
  - Are expected to use every day for academic and real life purposes.

Students who are English proficient receive English Language Arts Instruction during the time that their peers are receiving Systematic ELD instruction. ELs also receive ELA instruction with their peers in the self-contained classroom before the afternoon switch and extensions in their ELD class. Furthermore, as a dual immersion school, teachers will also utilize this model to provide Spanish Language Development for our Spanish learners ("SL").

Balanced Literacy
Voices will have a balanced literacy program of instruction and assessment organized around the Common Core State Standards and Spanish Standards. It is the aim of the Voices WCC program that all children will be literate readers and writers in their primary language by third grade. These children will also demonstrate a love of reading and writing for pleasure, proficient use of reading and writing for academic learning, and proficient reading, writing and speaking in two languages, English and Spanish, by eighth grade

The elements of balanced literacy are not fixed and separate, and activity in the classroom moves smoothly around them. Each element requires a different level of support from the teacher and respects the level of control or independence of the children. For example, the teacher is in full control of reading aloud although the children are actually listening, commenting, and joining in on familiar parts. In independent reading, the child is in full control of the process, with little or no teacher support. The same applies to the different contexts for writing.

Literacy instruction is characterized by teaching students to use reading and writing processes through:

Balanced Literacy	We do this by creating an environment where children see themselves as readers and writers, thinkers, listeners and talkers. We are trying to instill in them a great love of learning. The balanced literacy framework provides the structure to make this all happen.
Reading aloud	Reading aloud is the foundation of the early literacy framework. By being immersed in a

	variety of well-chosen texts

	children not only learn to love stories and reading but they also learn about written language.
Word Study: (Sight words, Phonemic awareness, Phonics, Vocabulary)	Word study refers to the deliberate investigation of words. It occurs in settings where the teacher directs children's categorization and understanding of how words work through routines, direct instruction and word sorts. Teachers provide whole group, small group and center instruction throughout the literacy period. Teachers avoid giving rules, work towards automaticity and flexibility and constantly return to meaningful texts and prompt students to use new knowledge in reading and writing settings.
Shared reading	Designed to be used with the whole class or a small group, this activity provides many opportunities for incidental learning about the way written language works. The context created by shared reading is supportive of young readers as they begin to attend to the details of print while still focusing on meaning and enjoyment. In shared reading, emerging readers get a chance to behave like readers and learn the process.
Guided reading	Guided Reading places the child in a more formal instructional situation. It is the foundations of the literacy curriculum. The teacher works with a small group who has similar reading processes. The teacher selects and introduces leveled new books and supports children reading the whole text to themselves, making teaching points during and after the reading. It gives the child the opportunity to problem-solve while reading for meaning.
Independent reading	Children read on their own or with partners from a wide range of materials. Reading and re-reading a familiar text has been shown to support young children's learning to read. The reader independently solves problems while reading for meaning.
Readers Workshop **(K-3)** and Literature Circles (4-Sth)	Readers workshop and literature circles build on an effective reading process and

See Appendix F for configurations.	allows students to use strategies in an effective way. Through conversations, students extend meaning of texts and make connections. The meaning students construct as they listen to one another's interpretations is greater than any of them could construct alone.
Shared and Interactive writing	Interactive or shared writing provides authentic setting within which the teacher can explicitly demonstrate how written language works. First, the teacher and students work together to discover a reason for writing. Once the purpose is established, the teacher helps students gain control over the conventions of print that writers need in order to be able to communicate their messages in written language.
Writers workshop	Guided writing or the writing workshop is another way for teachers to help children learn to write, but in this case the children are constructing their individual pieces of writing with teachers (and eventually) peer guidance, assistance, and feedback. The teacher may have individual conferences with children or call them together first for a mini lesson on an aspect of writing from topic selection to composition to punctuation to letter formation.

Children will read from a variety of reading materials that include leveled and/or decodable books, anthologies, original works, magazines, reference books/materials, digital material, newspapers, and textbooks. Reading instruction will emphasize expository text. Teachers will use teaching strategies that make grade level content accessible to all students, regardless of reading level (universal access). Through professional development and coaching, teachers will modify and acquire new instructional strategies to ensure the most effective instruction for these children. Teachers will also research and recommend other curricula to support and supplement the program.

The writing curriculum emphasizes expository writing. Studies have shown that a common element among 90/90/90 schools is the emphasis of expository writing across content areas. These are schools that were identified because they are at least 90% combined minority; at least 90% free or reduced lunch qualified students, and at least 90% successful on standardized assessments. See Appendix G for summary of 90/90/90 schools research.

Balanced Mathematics

A balanced approach to math will include opportunities for students to develop conceptual understanding, procedural fluency, and mathematical reasoning/problem-solving skills as well as to communicate precisely about their mathematical understanding. Mathematical understanding and reasoning will always be prioritized before introducing algorithms or steps for solving a problem.

Understanding by Design

Knowing or being able to do something does not guarantee that we understand it. We truly learn and retain more when we can reflect upon, internalize, and apply (transfer) the content we are being taught. Understanding is the ability to transfer learning to new, different and unique experiences. Understanding by Design ("UbD") allows us to avoid the "inch deep, mile wide curriculum." UbD is a framework for project based learning. The primary goal of UbD is student understanding, the ability to make meaning of Big Ideas and transfer their learning.
Teachers guide students to these understands and set a purpose for learning by using Essential Questions[4]such as:

- From whose viewpoint are we seeing or reading or hearing this? From what angle or perspective?
- How do we know when we know? What's the evidence, and how reliable is it?
- How are things, events or people connected to each other? What is the cause and what is the effect? How do we fit together?
- What's new and what's old? Have we run across this idea before?
- So what? Why does it matter? What does it all mean?

Science and social studies units and projects are based on CCSS, the Next Generation Science Standards, the National History Standards[5] and the State Content Standards for History-Social Science using the UbD® Framework. Students learn content in depth and have an opportunity to demonstrate understanding through performances of understanding. Additionally, students apply other content knowledge and skills (e.g., math, language arts, art, speaking, performing) to make their projects truly integrated. These performances of understanding are shared with parents and the wider community through exhibition projects and assessed through teacher created school wide rubrics that will measure understanding, presentation, and skill proficiency (see Appendix H for sample rubric). Every unit has technology components that assist students in learning and in expressing their understandings. See Appendix I for Sample UbD Unit.

Sheltered Instructional Observation Protocol

The Sheltered Instructional Observation Protocol ("SIOP") Model (Echevaria, Vogt & Short) was developed to provide teachers with a well-articulated, practical model of sheltered/specially designed academic instruction in English ("SDAIE") instruction. The intent of the model is to facilitate high quality instruction for English Learners in content area teaching. However, as a dual immersion school we also utilize this model to provide sheltered instruction for Spanish Learners.

[4] Deborah Meier; Central Park East Secondary School in New York
[5] http://nchs.ucla.edu/Standards/

The SIOP Model is based on current knowledge and research-based practices for promoting learning with all students, especially language learners. Critical features of high quality instruction for language learners are embedded within the SIOP Model.

Its effectiveness was validated by a research study conducted through Guarino, et al (2001), who determined that it was a highly reliable and valid measure of sheltered instruction.

This learning environment values the student, provides authentic opportunities for the use of academic language, and maintains the highest standards and expectations for all students. In addition, it fosters voice and identity. Moreover, professional development time is dedicated each year to the understanding of language acquisition strategies, research inquiry, data analysis, and lesson planning and execution in regards to the needs of second language learners.

Socratic Seminars (middle school)
Socratic seminars are a collaborative intellectual dialogue facilitated with open-ended questions about text. Socratic Seminars are a way for students to formulate a deeper understanding and engage in critical conversations about literature. By giving students the opportunity to engage in open-ended discussions, Socratic seminars provide students with opportunities to clarify the meaning and formulate their own ideas about texts. During the Seminar, students construct meaning by actively listening, participating, analyzing, and interpreting texts. Students are encouraged to share different points-of-view, ask questions, and answer questions presented by their class peers. It is important to clarify that during a Socratic Seminar the teacher does not lead the discussion; instead, he or she takes the role of a facilitator, refocusing the conversations if needed. Discussions are never about right or wrong answers, nor are they a debate. It is a time for students to exchange ideas, think aloud and share their thinking in a meaningful and thoughtful manner.

Additionally, Socratic seminars foster the idea of respect by encouraging students to listen to other's perspectives and accepting various points-of-view. Students are instructed to follow discussion norms that everyone understands and has agreed to follow. By being part of a seminar, students have to demonstrate a level of maturity that will be expected of them in high school and in college. Being able to participate in high-level discussions is a skill they will carry for the rest of their academic career.

Shared Best Practices for Student Success
Voices WCC will offer site-based instruction and offer a minimum of at least 175 days of instruction per year (5 CCR 11960). Please see Appendix J for a sample school calendar. We will also employ a staffing model that provides extra support and reduces the adult to student ratio, especially in the early grades.

Figure 1.7 - Basic Staffing Models

Staff	Tk/kindergarten	1st-5th grade	6th-8th grade
Base Staff (per classroom)	One teacher One Full Time paraprofessional (Associate Teacher)	One teacher One Part Time paraprofessional (Associate Teacher)	One teacher One School Assistant (shared)
Support Staff (as required per Individualized Education Program ("IEP"))	Educational Specialist Special education paraprofessional (Associate Teacher)		

Extended Learning Time

It is our belief that the vast majority of low academic achievement from students is due to a lack of exposure to high quality instruction and challenges, not due to ability. Therefore, we provide more instructional minutes than are required by the State (Education Code Section 47612.5(a)(l)) each school year by instituting a regular school day that runs from 8:00am to 4:00pm for all grades. See Appendix K for Sample Instructional Minutes calculation and Appendix L for sample bell schedule, which shows that Voices WCC exceeds state mandated minimum minutes for grades spans TK-K, grades 1 to 3, and grades 4 to 8.

Time on Task

We believe that students who are behind need "more, faster rather than less, slower." All students are expected to be engaged 100% of the time in all lessons and work.

Daily schedules strategically and coherently allocate the time and resources necessary to meet goals. Teachers prioritize and align instructional time with goals. They adjust, add, or eliminate what is needed. Aligning instructional time based on the needs of our students keeps teachers from allotting time based on personal preferences, ideologies or even curricula. We ensure time is used in the most effective way and schedule check-ins during data meetings and whole-school interim data analysis (Results Oriented Cycle of Inquiry) to ensure acceleration toward goals.

Differentiated Instruction

Differentiated instruction is matching instruction to meet the different needs of learners (high and low) in a given classroom. We have found that the range of instructional needs within one classroom is wide. In order to accommodate these instructional needs, teachers plan for small group and 1-1 instruction as well as ample learning center time. Differentiated instruction is implemented during the regular school day, in all instructional blocks, throughout all content. Differentiated instruction is made possible because of the use of mini-lessons and direct instruction, which frees up time for differentiation while students are in the You-do phase. Also facilitating differentiation are our paraprofessionals (Associate Teachers). These individuals also work with small groups and 1-1 as well as supervise whole group learning while the teacher

works with the students needing the most attention.

Cooperative Learning
Cooperative learning is a teaching/learning technique where students interact with each other to acquire and practice subject matter and to meet learning goals. Teachers provide deliberate opportunities for students learning language (both ELs and SLs) to interact linguistically with native speaking peers for optimal language development. It is a formal way of structuring activities in a learning environment and is achieved by moving from rote learning to learning how to think critically. A main goal is cooperation versus competition or individualism. Cooperative learning has also been shown to be an excellent instructional strategy for students of color (field dependency).

Direct Instruction
Direct Instruction has been proven to be especially successful with socioeconomically disadvantaged, English Learners and academically struggling students because it is explicit, organized, and predictable. Direct Instruction assists students through a specific design that focuses on getting initial learning into short term memory. When the design is followed, the student will be able to master new learning. Active practice assures transfer of new learning into long term memory. Direct instruction is characterized by five phases at Voices WCC:

1. Orientation
2. Presentation (I do)
3. Highly Structured Practice (we do)
4. Guided Practice (we do)
5. Independent Practice (you do)

Voices WCC's direct instruction model includes multiple opportunities for students-teacher and student-student interaction, discourse, and critical thinking during its I Do and We Do. Teachers receive extensive professional development on direct instruction throughout the year to ensure that all minds are on and contributing during the lesson.

Prove It!
Students are expected to justify their answers and opinions by citing evidence. Teachers ask student to explain their answers whether they are correct or not when answering orally and in writing on assessments, assignments and essays. As students progress, they are taught how to hold each other accountable by posing similar questions to classmates during any classroom discussions, literature circles and Socratic seminars.

Focus on Core Content and Standards-Based Curriculum

Standards Deconstruction
Educators at Voices WCC deconstruct their grade's standards with their grade level partners throughout the year. In order for students to truly master each standard, they must be taught the sub-skills, knowledge and language that lead to proficiency. Teachers rely on each other and vetted resources to break down complicated standards and understand every aspect within that standard. In doing so, teachers identify what students should know and be able to do, create manageable and/or smaller objectives to teach and more efficiently plan instruction. Standards deconstruction leads to clearer lessons and a deeper learning.

Backwards Map

An integral part of the teacher-created curriculum at Voices WCC is the Backwards Map. course leads work together to break down or group standards and map them across the year before the school year begins. They create long-term plans, paying attention to the rigor, the expected length of each unit and how standards build upon each other. This Backwards Map allows course leads and teachers to adequately allocate instructional time for each standard and interim assessment. The Backwards Map also assists teachers in aligning school adopted curriculum or resources to the content standards. A sample Backwards Map can be viewed in Appendix M.

Literacy

The literacy program at Voices WCC will incorporates all of the recommendations originally published by The National Reading Panel **("NRP")**[6] and more recently updated by the National Institute for Literacy ("NIL"), the National Institute of Child Health and Human Development, and the U.S. Department of Education.[7] The NRP and NIL summarizes what research has discovered is necessary to successfully teach children to read. It identified key skills and scientifically based instructional practices central to reading achievement. According to the NRP and NIL, the five areas of primary reading instruction are:

Phonemic Awareness: The understanding that sounds of spoken language work together to make words. Phonemic awareness instruction helps children learn to read and improves their reading comprehension because they must be able to read words rapidly and accurately. It also helps children learn to spell because they are able to relate the sounds to letters as they spell words.

Phonics: The relationship between the letters of written language and the individual sounds of spoken language. Systematic and explicit phonics instruction significantly improves word recognition and spelling, as well as improves reading comprehension.

Fluency: The ability to read a text accurately and quickly with expression and meaningful phrasing. Fluency provides a bridge between word recognition and comprehension. Because fluent readers do not have to concentrate on decoding the words, they can focus their attention on what the text means.

Vocabulary: Knowledge of the words needed to communicate effectively (listening, speaking, reading, writing). Vocabulary is very important to reading comprehension because readers cannot understand what they are reading without knowing what most of the words mean. Most vocabulary is learned indirectly and some must be taught directly.

Text comprehension: Text comprehension is important because it is the reason for reading. Students are taught reading strategies through direct and explicit methods. These include monitoring comprehension, using graphic organizers and semantic organizers, answering

[6] National Reading Panel (2000); Teaching Children to Read: An Evidence-Based Assessment of the Scientific Research Literature on Reading and Its Implications for Reading Instruction--Reports of the Subgroups.

[7] Eunice Kennedy Shriver National Institute of Child Health and Human Development, NIH, DHHS. (2001); Put Reading First: The Research Building Blocks for Teaching Children to Read *(NIA)*. Washington, DC: U.S. Government Printing Office.

questions, generating questions, recognizing story structure and summarizing to access grade level content through reading.

Literacy in Upper Grades

English Language Arts in the upper grades will aim to create high-rigor environments where students are deeply analyzing, deconstructing, and evaluating texts while using writing as a tool of creation in which students express their knowledge, opinions, and criticisms. As students engage in this rigorous process of literacy and writing, Voices WCC middle school also makes a deliberate approach to literacy and writing through the mentality of "literacy as power." Lessons, texts, and discussions are often framed around the following guiding question: "How can reading and writing act as a form of power?" Classes will be theme-based with a strong emphasis on collaborative learning, supports for second language learners, and demanding evidence from students. Moreover, the ELA program frames its themes around developing multicultural understanding in the most critical sense. Students will not only explore the self and culture, but through a variety of specifically chosen texts and high-level discussions students will be encouraged to also explore the power structures and forces that students deal with every day. In this way students will be able to make the connection between literacy, writing, and power; ultimately creating an empowering experience for all involved.

The Voices WCC middle school reading program will be critical for the literacy of our students: the rigor and demands on independence increase, moving students along a continuum that prepares them to be high school and college-ready. By using rigorous, engaging, culturally relative, and meaningful texts in skill-based instruction, Voices WCC teachers will make the Common Core State Standards accessible to all students, while simultaneously investing them in literary experiences that can transcend the classroom. Voices WCC teachers will strive to organize courses with important factors in mind: a scaffolded staircase of complexity and meeting the needs of English Learners. Texts will progress over the course of the year with increasing complexity, both in terms of lexile and thematic understandings. Voices WCC teachers will also include a language objective into each lesson, using realia and SIOP strategies to support ELs through rigorous texts (see Appendix N for sample SIOP lesson plan). We want to equip our students with the close reading skills necessary to deeply examine, comprehend, and analyze texts, while also building the critical thinking skills that will allow students to create bridges between texts they read and technology, popular culture, media, and their own culture. Voices WCC teachers will use a balance of genres in literature to foster an intellectual curiosity that will enable students to better understand themselves and the world around them.

The vision that Voices WCC middle school has for its writing program is one where students will become unique and engaging proficient writers. This will be done by creating a program that interweaves the Common Core State Standards for English Language Arts with the Writer's Workshop Model. Our writing classes will provide students with an opportunity to create, plan and produce works that reflect the reading-based standards they are identifying and analyzing in the English Language Arts class. Our goal is to provide a rigorous curriculum that will have each student explore writing, innovate their craft, and internalize the writing process in a pragmatic manner. The long-term goal for Voices WCC middle school students is that they will push themselves to be creative and critical writers throughout their lives. To achieve this, our writing program will present students with practical world issues that will engage their interest and inspire them to improve the variety of relevant writing projects they will work on. These writing projects will reflect the enthusiasm, professionalism, understanding and application that

must be present in any rigorous writing process. Furthermore, we believe that all forms of media should be valued and therefore, our writing program will teach students the various ways a professional writer can present, publish, and defend his or her work to a broader community.

The structure of the writing program at Voices WCC will have the teacher take on the role of a writing coach. The writing coach models professionalism and effective peer editing collaboration. By introducing, modeling and showing enthusiasm for the tools, strategies and procedures that professional writers use to improve their craft, teachers will equip each student the essentials of good writing. Focused mini-lessons that employ effective teaching strategies, noting down observations made during check-ins and conferences, giving ample writing time to have students work at their own pace, and providing an equitable sharing space to reinforce a positive collaboration are the major components of the writers workshop which will ensure an engaging writing environment. The teacher will model and guide each student to become a peer editor who seeks to give constructive suggestions instead of direct corrections. The end goal of the writing program is to instill in our students a true appreciation of writing that is reflected in the enthusiasm, professionalism, and critical lens they use when working on their writing. Our young writers will demand excellence from themselves as they seek to improve their voice, ideas, organization, word choice, sentence fluency, and conventions. Voices WCC middle school students will leave with the understanding that when they improve their craft, they are giving themselves more opportunities to communicate their unique voice in an engaging and evocative way through the power of the written word.

Math

The mathematics program at Voices WCC will be one of rigorous, real-world assessment and aligned instruction organized around the Common Core State Standards for Mathematics. The goals of this program will be to have students apply their ever-increasing mathematical knowledge and skills to novel context and increasingly sophisticated mathematical problems. Students will build conceptual and procedural understanding in addition to developing fluency and application. Students will then use these skills to further their understanding of other related curricular areas, such as science and social science.

The ongoing assessment procedures will monitor each child's level of mathematical understanding and skills (computation, problem solving, and application). The teachers will use internally created formative assessments, school-wide interim and state assessments. Math instruction will be characterized by teaching the children to:

- understand and apply knowledge of numbers
- solve problems
- use skills
- apply math to real-world situations

Voices WCC will use school-adopted and locally-created curricula aligned with its instructional approaches and CCSS for Mathematics and supplements with lessons as needed from a variety of other "balanced math" sources to create a rich and deep, standards-based math K-8 curriculum.

Math in Upper Grades (Grades 6 to 8)

Math in the upper-grades will be approached as a tool and perspective with which students can use to understand, analyze, and deconstruct the world around them. In addition to embracing and

implementing the Common Core State Standards for Mathematical Practice, Voices WCC will utilize many of its own practices to create a high rigor, concept-focused mathematics environment.

Students and teachers at Voices WCC will approach every topic with a "concept-first" mentality. Teachers will be encouraged to set high expectations for students to understand the concept behind the topic, not simply teaching students how to answer certain types of problems. Students are encouraged to see the importance of perseverance and persistence in mathematics as it is usually through the struggle when true learning occurs. Furthermore, in addition to a "concept first" approach, teachers and students will spend significant and deliberate time focusing on the processes in mathematics and truly understanding the "why" behind every action. Students will be expected to explain the reasoning behind every mathematical action in writing, orally, and/or algebraically.

Voices WCC also takes a unique approach to mathematics in that the connection between language and mathematics is frequently emphasized. All math teachers will utilize SIOP and other language learner strategies in every lesson and every math lesson contains a language objective. Voices WCC math teachers will be expected to be knowledgeable of student language development and make language not only a focus but also a priority during math lessons. Students should be learning language skills simultaneously as they are grappling with new math skills.

Lastly, Voices WCC strives to empower students to see math as a powerful tool to understand and analyze the world around them. Teachers will often engage with the CCSS Mathematical Practice of modeling as they not only use math to connect to the real-world, but make explicit connections between math and social justice. Upper grades math teachers at Voices will not stop at connecting math to the appealing or the relevant, but they extend this notion by using math to "go beneath surface meaning, first impressions, dominant myths, official pronouncements, traditional cliches, received wisdom, and mere opinions, to understand the deep meaning, root causes, social context, ideology, and personal consequences of any action, event, object, process, organization, experience, text, subject matter, policy, mass media, or discourse." (Shor, Empowering Education, 129) Math is more than equations and word problems. Math requires deep, critical thinking and can be used to better understand the intricacies of the world around us.

Science and Social Studies

Besides being incorporated into the core curriculum through an emphasis on expository reading and writing, science and social studies will be presented to the students in integrated, thematic units of instruction. Voices WCC increases the complexity and depth of these units by using the curriculum design process Understanding by Design® for both science and social studies. This framework allows teachers to design curriculum, assessment, and instruction focused on developing deepening understandings of important ideas. Students will then demonstrate the sophistication of their understanding through explanation, interpretation, application, perspective, empathy and self-knowledge and exhibition projects, otherwise known as performances of understanding.

Science and Social Studies in Upper Grades (Grades 6 to 8)

The Voices WCC approach to Science and Social Studies is one that fosters a critical mindset in an effort to promote higher order thinking and global awareness. Each unit revolves around a big

idea, allowing students to connect specific content to overarching stories and themes. The big idea acts as a focused reference point throughout the unit for which students can refer to. Teachers will ensure that big ideas not only invoke curiosity and understanding in the content area, but they also allow students to more closely analyze current social and global issues.

Throughout the thematic units, teachers will systematically introduce new material so that students are constantly engaging with the Voices WCC middle school 5 Power Mindsets:

- Explain (Explica) - Students will be able to express and summarize understanding of a topic
- Analyze (Analiza) - Students will be able to make connections and formulate opinions with regards to a topic or theme
- Evaluate (Evalua) - Students will be able to make assertions about validity, relevance, and/or quality of a work, idea, or topic.
- Justify (Justifica) - Students will be able to defend assertions by providing textual evidence, life experience, or statistical data.
- Create (Disefia) - Students will be able to demonstrate understanding through presentations, skits, essays, engineer design, or any other rigorous performance task.

This process aims to deepen student knowledge about historical and scientific thinking by providing these scaffolded yet rigorous steps towards a critical understanding of a topic. These mindsets are utilized across all content areas with the hope that students can internalize and apply it throughout their academic career.

The five power mindsets aim to develop students who not only think critically, but have also acquired the type of higher order thinking needed to succeed in their future academic and professional career. Teachers will encourage students to engage in the material through different lenses in an effort to promote student thinkers who can engage in a variety of topics. This approach is evident in assessments as teachers have deviated from the traditional multiple choice and fact-recall assessments. Science and Social Studies assessments are deliberately designed to allow opportunities for students to demonstrate higher order thinking.

Specifically in the sciences, Voices WCC will utilize the Process of Engineering Design as students participate in experiments and projects. Students will be encouraged to learn about key scientific concepts through experimentation, design, re-design, and creating. For example, to culminate and demonstrate understanding of thermal energy students were challenged to create a device that minimizes thermal energy transfer. Projects such as these allow students the opportunity to use their newly acquired knowledge to design, create, and test a product of their own creation. Instruction is also inquiry based as learning revolves around a central question or central experiment.

Voices WCC Social Studies classes are designed to prepare students to think like a historian. Historians always approach a topic with curiosity, challenge ideas based on evidence collected, and knowledge gained after exploring multiple sources. Voices WCC students are encouraged to question literature and formulate their own ideas of history after having explored different perspectives. Students will study topics by looking at primary, secondary, and many other sources relevant to the topic of study. By using the 5 Power Mindsets, students analyze texts and ideas in detail with the purpose of reaching a high level of understanding. Teachers have

designed units that deviate away from the traditional ways of teaching (teacher lectures and students listen) and have created lessons which promote student interaction and have a predominantly hands on approach. Students will be constantly involved in rigorous group activities, which strengthen the idea of cooperative learning, and enforce the importance of teamwork in academic settings. Additionally, students will show their understanding through assessments that address all learning modalities. These assessments can range, but are not limited to, group projects to open ended response questions that test students' knowledge of the content and their analytical skills.

Technology

The Common Core State Standards have introduced a new level of rigor for students. Although the CCSS requires students to be fluent in technology, it is not a skill that is apart from the standards. The technology we wish our students to master is an embedded part of our standards that asks students to use technology as a means to showcase what they have mastered within their learning. Some of the technology enhanced goals we wish our students to master while attending Voices WCC are to demonstrate proficiency in use the use of computers and applications, responsible use of technology, the ability to use technology for research, critical thinking, problem solving, decision making, communication, collaboration, creativity, and innovation.

There are significant ways that technology will assist Voices WCC sustain its vision for student achievement and deliver on its mission's promise. Community members at Voices WCC are drawn by the Charter School's college-bound culture and by the prospect of language-- having their children growing up knowing two languages rather than one. We understand that by graduating bilingual, biliterate, and bicultural, their students will have advantages and pathways to opportunity when navigating the world in their futures.

However, as the world becomes increasingly connected by technology, there needs to be a "third language" that is integral to the fabric of our school: the language of technology. There is huge potential at the intersection of technology and this community's commitment to language, and we will capitalize on this. Students at Voices WCC will not only demonstrate fluency in Spanish and English, but also fluency in technological skill, in order to possess the knowledge, skills, and confidence needed to successfully navigate their educational journeys. Voices WCC will provide that "third language" instruction by devoting time and energy to considering the purpose, value, and function of technology within the context of our school. To many, especially in the community we intend to serve, technology is a foreign language. We will create meaningful opportunities for our students to engage with technology in a way that's going to allow them to find their own voices while pushing their critical thinking.

Goals and Objectives of Technology Integration

- Communication - use technology to expand students' options for expressing their work and their thinking
    - Writing
    - Presentation skills
- Inquiry
- Engagement
- Differentiation and Personalization
- Critical thinking & Problem Solving
- Creativity

Figure 1.8 - Basic Technology Integration Classroom Model

	Elementary (K-5)	Middle school (6-8)
Model	• Technology centers, during both literacy and math rotations • Use of laptops during writing and exit slips and class assignments throughout the week	• Each period will include the gradual-release model of blended instruction -- partially whole-class instruction, partially differentiated groups (some students with teacher and others on laptops)

Enrichment
Students will rotate through cycles of enrichment activities (during mid-day block) throughout the year based on their grade level. These non-core courses are directed by Associate Teachers or expert consultants and may include such activities as Fitness Club, storytelling, Brazilian drumming, keyboarding, pifiata making, salsa dancing, etc. Throughout the year, many of these activities will be coordinated between the instructor and classroom teacher to integrate into UbD units and classroom themes.

Results Matter

Student Assessment and Mastery
Across the curriculum, teachers will employ both authentic and more traditional assessments of what students know and can do to ensure that students are prepared for the rigors of higher education.

Voices WCC will utilize fall, winter and spring cumulative interim assessments based on standards (ELA, math, reading- English and Spanish, writing- English and Spanish, Science, as well as diagnostics in K-2). After each assessment, teachers will analyze the data and complete an Assessment Analysis and Instructional Plan to map out further instruction and re-teach strategies (See Appendix O for sample ROCI Analysis and Plan sheet). This analysis focuses on the reasons behind wrong answers- that is, concept, vocabulary, or skill. Each assessment is followed by a re-teach period during which teachers have the opportunity to target whole group, small group or individual classroom instruction for any standards students have not mastered.

Students needing additional support are referred for school interventions. All data is stored and disaggregated by the administration which further measures year-to-year gains and losses.

Results Oriented Cycle of Inquiry ("ROCJ")
As teachers, we need to learn about what works for our students rather than rely on our prior knowledge of what works for other students. Our goal is to tailor effective instruction for our students based on the facts. Teachers will meet to plan, teach, assess and then analyze and reflect. Twice a year, all teachers will meet to assess and analyze data in relation to goals and benchmarks in a forum facilitated by the principal and instructional coach. Teachers will also take this time to do cross-grade level articulations, share success and failures, fine tune best practices through professional development and make curricular decisions through as shared decision making process. This three-day process is then followed by planning sessions and the cycle continues.

Professional Learning Community

Essential Components

The founders of Voices saw a need to create a Professional Leaming Community ("PLC") in which teachers could create a truly collaborative environment. The PLC affords teachers the opportunity to work with like-minded individuals with an undying commitment to professionalism, collaboration and constant learning. Voices WCC is a school based on best practices, innovative initiative and the search for excellence. The Charter School strives to make teaching public by inviting the community and other educators and teachers to observe and learn from us. Likewise, we seek out best practices from the educational community.

Teachers at Voices are drawn by the opportunity to work with like-minded individuals with an undying commitment to professionalism, collaboration and constant learning. Teachers actively and enthusiastically participate in a Professional Learning Community. According to Dufour (2005),[8] "teachers in a professional learning community engage in continuous inquiry about teaching. They are researchers, students of teaching, who observe others teach, have others observe them, talk about teaching, and help other teachers. In short, they are professionals." A professional learning community is characterized by:

- Shared Mission, Vision, Values and Goals
- Collective Inquiry
- Collaborative Teams
- Action-Research Orientation
- Continuous Improvement
- Results Orientation

The PLC is supported by our professional development model, opportunities for daily teacher collaboration/planning, and coaching by the principal who serves as the Charter School's instructional leader.

Besides learning, teachers in a PLC will have the responsibility to teach others and to share/exchange knowledge about best practices. Therefore, teachers have the opportunity and are expected to develop as leaders by:

- Making their teaching "public";
- Observing and giving each other critical feedback;
- Leading professional development;
- Presenting at professional conferences;
- Welcoming visiting educators and other observers into their classrooms, and
- Mentoring new teachers.

Micro and Macro Grade Level Planning

New Teacher Training

New teachers to Voices WCC will spend two to three weeks immersed in professional development

[8] Richard DuFour, Robert E. Eaker, Rebecca Burnette DuFour; On Common Ground: The Power of Professional Learning Communities; National Educational Service, 2005

("PD") facilitated by the principal, coach, and experienced teachers. This time is allocated to introduce teachers to our shared practices, expectations, and culture. New teachers read research, learn how to implement strategies, and are familiarized with school curriculum and resources. These two to three weeks culminate in a two-day practice, where teachers implement their newly learning strategies in a classroom setting and receive real-time coaching and peer feedback afterwards. (See Appendix P for sample New Teacher Training Schedule).

Summer Professional Development and Retreat
In addition to regular school year professional development, all teachers also engage in a two-week summer retreat/in-service. This time is dedicated to understanding and fostering school culture, explicitly stating high expectations for all, curriculum mapping, scope and sequence development, unit development, standards deconstruction and to other yearlong school wide planning. Grade level teams and the faculty as a whole will bond and develop into strong units which support each other through the year. Please see Appendix Q for sample Summer PD Schedule and Appendix R for Sample Pacing Guide (Monthly Plans).

Grade level Team Collaboration
When the Charter School is first opened, Voices WCC teachers will meet more frequently for professional development with the principal across grade levels. As the school grows and teachers are better able to deconstruct standards, teachers will be given more time to work with their grade level teams to talk about data and look at the results of the learned practices.

As the school grows and teachers acquire a greater need for grade level planning, more and more time will be dedicated to data meetings. The Data Meeting Reflection Sheet will allow team members to maintain a clear focus on that day's objective and standards (See Appendix S). The data sheet is a trustworthy companion to the data meeting. These reflection sheets are turned in to the principal daily who analyzes them for patterns or difficulties that need to be addressed during professional development times or for teams needing extra support so that he/she or a coach can support more intensely.

Teachers will also create common assessments within grade levels in order to analyze the results of specific teaching practices from classroom to classroom and drive conversations about how to improve across the grade level. Discussing the "How" in instruction is a common topic of conversation in data meetings. The data reflection document serves as a guide to allow teachers to question not only what does not work in the classroom, but deeply discuss what does work in the classroom. The data meeting and reflection sheet encourages colleagues to ask themselves why they are, or are not getting results in their own classrooms. Teachers will be open to stepping outside of their comfort zone to make their practice more effective

Mid-Day Block
Teachers at Voices WCC will have the unique opportunity to grow as professionals and to develop as leaders. Teachers will be provided with one hour of professional development, team collaboration (data meetings), or Intellectual Preparation time each day. This award winning professional development model called mid-day block was developed by Peggy Bryan, founding principal of Sherman Oaks Dual Language Charter School in San Jose, California. Grade level meetings, prep time and professionals development will happen on a daily basis during this time. Mid-day block not only affords teacher with the time needed to learn and collaborate as professional that has been proven to directly correlate with high student achievement, but also provides time for student intervention and enrichment activities.

Character Education and College-Bound Focus

On My Way to College!
Students of color, in particular, need to focus on higher education at an early age. Nationally, only twenty percent of Latino adults have a postsecondary degree, compared to 36 percent of all U.S. adults. In California, only 16 percent of Latino adults over 25 have an associate or bachelor's degree, compared to 38 percent of all adults in that age group.[9] Students of Voices WCC need to have a realistic plan, be academically prepared to take on opportunities, and be prepared to overcome any obstacles that stand in their way. Voices WCC will prepare students for higher education and high quality careers from the start of their elementary career. With the motto "Find your path and plan for the future!" Voices WCC will make it known that it's never too early to plan for your future.

A coordinated K-8 curriculum will help students develop work habits, skills for working with others, communication and presentation skills and the ability to produce quality work through their years in school. The link between school-based learning, higher education and professional careers is highlighted.

Through a career studies curriculum called Pathways, students will see the connection between their current learning and future work. The curriculum is based on career majors and connecting school work and learning with the future. The campus culture promotes a college education as a matter of "when," not "if." This is built into the school culture and Pathways curriculum. In the upper grades, further emphasis will be placed on more specific goals for college and careers.

Qualities for Success
Character development is meant to promote self-control and self-confidence. Through the development of character, students learn how to become active participants in a community, to understand their rights and to enthusiastically fulfill their responsibilities as members of society. To do this we incorporate a program to nurture and develop relationships among the school community. Students are also held accountable to respect our Five Personal Rights: I have the right to feel safe, I have the right to learn, I have the right to celebrate my accomplishments, I have the right to be heard, and I have the right to be myself.

In addition to fostering good citizenship, Voices WCC promotes respect for diversity of all people. Students learn that while differences exist, all human beings ultimately have a right to respect and dignity. Students will also learn that diversity and culture come in all shapes and sizes and include but are not limited to race, ethnicity, nationality, language, gender preference, sexual orientation, religion, and ability. Moreover, diversity and multiple perspectives will be evident in both content and literature. Students will learn how to judge information through a critical lens. That is, learn how to ask themselves essential questions like, "Whose perspective is this? "Is there is another point of view?" and "What do I believe about this?"

Advisory
Middle school tends to be a challenging period where students benefit from the guidance and support of an adult they connect with and trust. At Voices WCC, advisory is not only about helping students adjust to school, but also about creating and encouraging a sense of belonging

[9] http://www.nbcnews.co111"news/latino/latino-college-completion-rates-low-despite-enrollment-n80326

while developing the six pillars of character (respect, responsibility, caring, citizenship, trustworthiness, and fairness), promoting academic success, developing leadership skills, and exploring life goals.

We use different resources to facilitate powerful discussions and meaningful activities, but also make it a personal affair by encouraging students to share their personal experiences, thoughts, and perspectives, all in a positive environment. Students are given the opportunity to celebrate each other's accomplishments, to reflect on their mistakes, to set personal goals, to work or their communication and organizational skills, to develop the skills necessary to form strong positive friendships, to grow as leaders, to develop a sense of self and community, to learn about conflict resolution, to laugh with one another, to play with one another, and to learn from one another (See Appendix T sample advisory scope and sequence).

Student of the Month, Character Counts! and Character Violation Tickets

Once per month teachers nominate one student from their class as Student of the Month. This student exemplifies and embodies the character trait being highlighted that particular month. The teacher will write up an accolade to the student which is read by the principal at Plaza and the student receive an "on my way to college" shirt that he or she can wear as part of his or her uniform. The student's picture and accolade also is posted on a wall of fame on the school site.

Every staff member at Voices WCC can pass out Character Counts! and Character violation tickets. The Character Counts! ticket is given when a student is "caught being good" or for exemplifying one of Voices WCC values. This ticket can then be entered in a raffle for a small prize at Plaza (described below). Parents will be encouraged to praise their child for remember to be a good citizen. The Character violation ticket is given out if a student is found to have violated one of Voices WCC values. Parents will be encouraged to engage in a decision about making better decisions if their child brings this home.

School-Wide Behavior System

The goal of the school-wide behavior system is to translate negative risk behaviors into positive action strategies thereby increasing a student's prospect of acquiring the fundamental social skills necessary for school success while avoiding disciplinary referrals. The aim is that strength, courage, health and knowledge will emerge for all students who are nurtured and supported. Therefore, students will learn that there are logical consequences for poor decisions. The behavior system is grounded on the notions of personal responsibility and restitution. For instance, a child who has hurt another child may have to apologize, call and let his/her own parent know what he/she has done, aid in care for the child or otherwise spend time helping the other child. We believe that parents and school must work together as a team and united front to insure success for students. For that reason, teachers and administrators will communicate school violations to parents. Student habitual violation of rights may result in a Student Success Team ("SST") Conference with the teacher, parent child and administrator. At that time, a Student Behavior Success Contract will be developed and available support services will be shared and recommended to the parent. The focus will be on helping the student exercise self control and experience success.

Plaza Comunitaria

Voices WCC students and staff will regularly gather for community-building and character development time we call Plaza Communitarian or Plaza. This is an opportunity for whole school culture and climate building. Plaza typically includes character development via Voices Values and characteristics of great citizens (In Lak'ech, activism, Si Se Puede, Scholarship, perseverance,

conscientiousness), birthday celebrations, class college cheer competitions, Student of the Month acknowledgement, Good Character Ticket recognition, teacher skits focusing on a range of topics from safety to class motivation, student performances and music. Typically, we will alternate the language of facilitation between English and Spanish week to week and parents are always welcome and invited to attend.

Plan for Students who are Academically Low Achieving

A student who is academically low achieving are defined as any student not meeting standards on the CAASPP, scoring less than 80% on interim or formative assessments or not meeting Big Goals (See Appendix U for Sample Big Goals). The ultimate goal at Voices WCC is to focus on prevention, intervention and acceleration for all students. Because we believe that all children can learn at high levels, alternatives and support services within the educational environment will be provided for all students not meeting desired outcomes. We will create an environment in the classroom that is risk-free and developmentally-oriented.

It is also our ultimate objective to close the achievement gap. In order to do this, student learning must be accelerated at every level. Furthermore, our approach is diagnostic in nature with appropriate targeted academic interventions offered primarily during the block schedule. Together, the Intervention Teacher and Educational Specialists will form a team (that reports directly to the principal and communicates with parents) that coordinates services and schedules for ELs, low and high achieving students, students with Individualized Education Programs and 504 Plans, SSTs, etc. Additionally, Voices will provide a variety of student support services for students who are academically low achieving and will augment and add necessary services as the student needs dictate:

Response to Intervention

Response to Intervention ("Rtl") is a process that provides intervention and educational support at increasing levels of intensity based on the students' individual needs. **The** goal is to prevent academic and behavioral problems and intervene early so that students can be successful. The Rtl process has three tiers that build upon each other. Each tier provides more and more intensive levels of support. Tier I includes high quality instruction in the general education classroom including differentiation (See Appendix V for sample best practices) and use of diagnostics (see Multiple Measures section below). Tier II includes additional targeted, supplemental instruction/interventions and includes the SST (Student Success Team) process. Tier III includes such supports as intensive interventions, IEP or 504 plans. The Charter School will develop and implement interventions to meet the individual needs of students. See Appendix W for Rtl pyramid and parent brochure.

Student Success Team

Any student requiring additional support and /or challenges (low achieving, behavior, high achieving) will be referred for an SST by the teacher or requested by a parent. The teacher gathers evidence about the student and makes adaptations and modifications for the child in class. The teacher submits a SST referral to the principal. After observations by the principal or coach and any required testing or document collection, the SST team, usually made up of the student's teachers, parents, and the principal, convenes for the first time. The team will brainstorm strategies for supporting the student both at home and at school and decides upon a date for the second SST team meeting, by which time all strategies or action items are to be implemented or completed (See Appendix X). At subsequent SST team meeting, the team decides whether the student has made satisfactory or unsatisfactory progress towards previously established goals. If the progress is

unsatisfactory, the SST team continues to meet regularly until the student does not need further support. This cycle continues as needed, with other interventions being tried as needed (reading intervention, math interventions, modifications, challenges, behavior contracts, etc.). If the progress is unsatisfactory and the team is concerned of a suspected disability, the parent shall be offered an assessment plan for evaluation for student eligibility under the IDEA. After testing, the student is determined to be eligible or ineligible for Special Education services. Eligible students receive IEP goals and appropriate services are provided. Ineligible students may continue in the SST process or assessed for 504 eligibility if warranted.

Interventions

Skill specific classes are scheduled to meet the precise needs of the child. Classes range from phonemic awareness to guided reading to vocabulary development to comprehension to number sense. Students will be recommended by teachers based on academic performance. Upon referral, students are given an assessment, such as a running record, spelling inventory or phonemic awareness test to determine the specific skill deficit. These non-core, non-college preparatory classes are taught by trained staff supervised by a credentialed teacher. Classes are limited to small groups of students running on four week cycles. At the end of the four weeks students are given a post test. Students that show proficiency levels based on pre- and post-test are excused from the class. Classroom teachers meet with an instructional coach and any other pertinent experts to learn how to support and monitor the student. Students who have not yet reached a proficient level are placed in another appropriate class. Students will be seen at the least disruptive time of the day in consultation with the teacher and the parent.

Reading Intervention

Voices WCC's reading intervention program is available to any student identified as needing extra support in reading (offered in both English and Spanish). Priority is given to students needing support in their native language with support given to students in their second language as space is available. Students will be referred for intervention through the SST process as well as by teacher referral during the ROCI cycles at each benchmark. They are monitored on a weekly basis to determine whether they are ready to exit or change groups. Students are seen on a daily basis from between 20 and 30 minutes in a small group setting (1-6 students) at their instructional level and with other students who have the same objectives. The goal is to have students pass a minimum of one reading level every 4-6 weeks.

Voices WCC uses the Fountas & Pinnell Leveled Literacy Intervention (LLI) Program for all English reading intervention and a similar format with guided reading books for Spanish reading intervention. Lessons are multi-faceted and include any or all of the following components based on student need: comprehension skills, fluency practice, word work, vocabulary development and writing. Each student has an individual goal sheet with prompts and objectives specific to their needs and the student, classroom teacher and parents each have a copy as well. The reading intervention specialist will work closely with the student's classroom teacher, parents and the education specialist (special education students) to ensure goals and objectives are aligned across the student's day.

Math Intervention

The math intervention program at Voices WCC has two parts; for kindergarten and first grade students it is a small group environment focused on beginning number concepts and for second through eighth grade students it is a computer-based program such as Dreambox. Students are

referred to math intervention in the same way as for reading intervention, through the SST process, as well as at each ROCI cycle. Students in primary math intervention typically receive 15-20 minutes of small group instruction daily. It is focused on hands-on activities using manipulatives. Students work primarily on basic number concepts such as counting, ordering and comparing numbers.

In second through eighth grade, students use the computer based program for a minimum of 15 minutes per day. This program is intuitive and adjusts automatically to students needs. It covers a wide variety of mathematical concepts and provides tutorials, practice and assessment for each identified skill a student is working on. Students are monitored for progress on skills and standards mastery on a weekly basis by the Intervention Specialist and classroom teacher.

Summer School (skill specific)
Any student who has not met Charter School determined benchmarks or met standards on CAASPP or requires Extended School Year per his or her IEP will be eligible for summer school. Based on diagnostic assessments, and teacher or SST recommendation, students are placed in skill specific classes. Summer school will run for at least four weeks and is optional for recommended students.

Re-teach
Time is devoted after each interim assessment for re-teaching if needed. Teachers plan to re teach not yet mastered standards to students in small groups or on an individual basis. Teachers will plan alternative methods and strategies to deliver instruction to accommodate students that may need material presented in alternative manners.

Counseling
The Parent Liaison will help Voices WCC families locate the services they need. The Parent Liaison will compile a community referral resource in order to direct families that require services. Parent Liaison will be able to connect families to food banks, counseling, and other community resources. After locating the appropriate resources, the liaison makes follow-up phone calls to ensure the family is able to, and continues to, access that resource.

Furthermore, it is estimated that nationally, 75%-80% of children and youth are in need of mental health services but do not receive them because diagnoses are not made or they don't qualify for diagnosis.[10] Since emotional distress can interfere with academic success, Voices WCC will identify students which are in need of life/social skill training or Cognitive-Behavioral Therapy primarily through the SST process and referrals from parents and teachers. Counseling services may be provided with parental consent on-site by appropriately licensed counselors.

Plan for Students who are Academically High Achieving
Voices is committed to the acceleration of learning for all students. Therefore, all students achieving above grade level as measured by multiple measures including: CAASPP, interim assessments (above 90%), reading levels in English or Spanish (at least a grade level ahead, teacher and parent observations, etc.) and preferably determined through the SST process, will receive appropriate academic enhancements within and outside the classroom. Parents are kept

[10] http://presenceleaming.com/sped-ahead-webinars/jordan-wright/?utm_source=marketo&tum_medium=email&utm_campaign=spedaheadl 8-followup&mkt_tok=3RkMMJWWtF9wsRoguqvOZKXonjHpfsX5604pWK6g3843 l UFwdcjKPmjrl YAGS8R0aPy QAgobGp5l5FEATrXYUqV3t6EJWQ%3D%3D

informed by the same methods for any other student (report cards, 1-1 communications, etc.) as well as participate through the SST process. The nature of the dual immersion program itself offers challenges to all students because they are learning a second, or in some cases, even a third language. Enrichment activities and exhibition projects will also provide opportunities for academic challenges. Several other ways that Voices WCC will challenge high achieving students will be accomplished through:

- Differentiation
- Personalized blended learning opportunities
- Projected based-learning challenges
- Leadership challenges and opportunities

Moreover, the nature of the Voices WCC program will provide a built-in challenge for students since learning a second language is an expectation for all.

Plan for English Learners

Voices WCC will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements, and English Language Advisory Committee ("ELAC"). The Charter School has implemented policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents and that comply with state and federal mandates

Home Language Survey

The Charter School will administer the home language survey upon a student's initial enrollment into the Charter School (enrollment forms).

CELDT Testing

All students who indicate that their home language is other than English will be California English Language Development Test ("CELDT") tested within thirty days of initial enrollment[23] and at least annually thereafter between July 1 and October 31st until re-designated as fluent English proficient.

The Charter School will notify all parents of its responsibility for CELDT testing and of CELDT results within thirty days of receiving results from the publisher. The CELDT shall be used to fulfill the requirements under the Elementary and Secondary Education Act for annual English proficiency testing.

All references in the charter petition to the CELDT will be understood by the Charter School and the District to mean the English Language Proficiency Assessments for California ("ELPAC"), when it replaces the CELDT.

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the California English Language Development Test.
- Participation of the pupil's classroom teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.

Reclassification Monitoring

The Principal or designee shall provide subsequent monitoring and support for reclassified students, including but not limited to monitoring for three years the performance of reclassified students in the core curriculum in comparison with their native-English speaking peers, monitoring the rate of reclassification, and ensuring correct classification and placement.

Assessment

Besides the annual CELDT and the assessments administered to all Voices WCC students, ELs are all assessed in a variety of additional ways. ELD teachers use formative and summative assessments in class that not only include recently learned material, but that spiral what was previously learned. These assessments include assessment within the four language domains of speaking, listening, reading and writing. Furthermore, all teachers use classroom observations and student work to assess mastery of content. And finally, ELs are assessed at benchmark periods using such assessments as California English Language Development ("CELD"), A Development English Proficiency Test ("ADEPT") and LAS Links online which collectively assess expressive and receptive language within the four domains. Individual and class progress is monitored and analyzed as described in the Results Matter section.

Parent Participation and Communication

All parents are active participants in the education of their child at Voices WCC. However, parents of ELs are kept informed of their child's progress and issues relating to ELs in a variety of additional manners. These include the ELD report card, ELAC meetings, language development workshops, and SST meetings (when applicable), Parent Placement Notifications and RFEP procedure. Communications between parents and the Charter School is further facilitated by the Parent Liaison.

Professional Development and Teacher Qualifications

In addition to possessing appropriate Commission on Teacher Credentialing[11] certificates, teachers will be trained to use appropriate differentiated instruction such as SIOP and Systematic

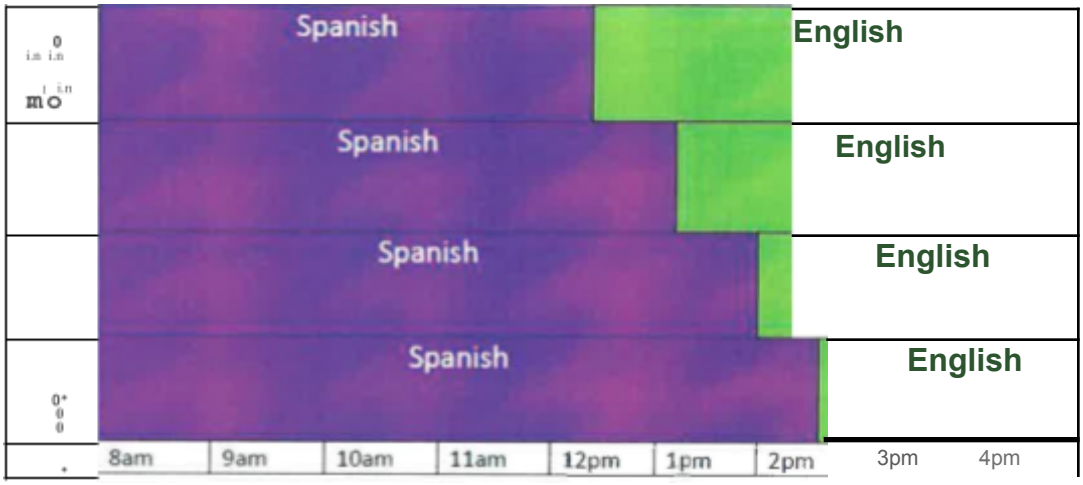
[11] http://www.ctc.ca.gov/credentials/manuals.html

ELD to help students reach English language proficiency. This includes in-house, or external professional development, as well as observation of peers. Furthermore, they receive feedback from the principal, coach and colleagues on a regular basis based on lesson plans, observations and training videos throughout the year.

Strategies for English Learner Instruction and Intervention
First and foremost, Voices WCC's dual immersion program is a rigorous academic program in which the target language (Spanish) is used as the vehicle of instruction. Teachers provide the students with enough exposure to practice, use and extend his/her vocabulary in English and Spanish.

Teachers engage students in active participation activities requiring responses in the target language. Hands-on, minds-on classroom activities provide additional opportunities for students to use the target language. Teachers use cooperative learning techniques to encourage students to interact with one another in the second language. Voices WCC language allocation model is as follows:

Figure 1.9 - Dual Immersion Model



Furthermore, SIOP, a sheltered approach to make content accessible at high levels for all language learners, is implemented in all content areas.

Sheltered instruction ("SI") is an approach to teaching that extends the time students have for receiving English language support while they learn content subjects, while focusing on language skills. Teachers scaffold instruction to aid student's comprehension of content topics

and objectives by adjusting their speech and instructional tasks, by providing sentence frames and language focus for a11 levels of language proficiency, and by providing appropriate background information and experiences. The ultimate goal is accessibility for ELs and SLs to grade-level content standards and concepts while they continue to improve their English language proficiency.

Monitoring and Evaluation of Program Effectiveness
The Charter School evaluates the effectiveness of its education program for ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.

Serving Students with Disabilities

Overview
The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities Education Improvement Act {"IDEA").

The Charter School shall be its own local education agency ("LEA") and will apply directly for membership in a Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a). The Charter School intends to apply to become a member of the Sonoma County Charter SELPA and will adopt and adhere to its policies as outlined in the SELPA Procedural Manual and Policies and Administrative Regulations Manual (See the manuals attached as Appendix Y and Z).

A letter to the Sonoma County Charter SELPA Director indicating application of the Charter School into the Sonoma SELPA will be sent following charter approval.
In the event the Charter School seeks membership in a different state-approved SELPA, the Charter School will provide notice to the District and the local SELPA before June 30th of the year before services are to commence.

Upon acceptance in a SELPA, the Charter School will provide the District evidence of membership. As an LEA member of the SELPA, the Charter School will receive state and federal revenues directly, in accordance with the SELPA's allocation plan.

In the event that the Charter School does not gain membership in a SELPA for its first year of operation, it will by default be categorized as a "school of the district" for special education purposes pursuant to Education Code Section 47641(b), and will seek membership in a SELPA to commence in year two of operation. For year one of operation, the Charter School shall then enter into an MOU with the District related to the delineation of duties between the District and the Charter School. Under this scenario, the Charter School anticipates the MOU shall include the following arrangements, whereby the District shall forward all state and federal special

education revenues generated by the Charter School's enrollment to the Charter School and the Charter School shall provide all necessary special education instruction and related services in the same manner as special education services are provided in any other school in the

District. The Charter School will use the LCFF to make up any shortfalls from the special education revenues received. The Charter School is ready to discuss this arrangement, or a mutually agreed upon reasonable alternative, in our discussions with the District to develop the MOU.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms. The Charter School will participate in the state's quality assurance process for special education (i.e., verification reviews, coordinated compliance self reviews, complaints monitoring, procedural safeguards, and the local plan). The Charter School will participate in internal validation review.

The Charter School may request related services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter school. Any student, who has an objectively identified disability which substantially limits a major life activity including but not limited to learning, is eligible for accommodations by the Charter School.

A 504 coordinator shall be named and team will be assembled by the Principal and shall include the parent/guardian, the student (where appropriate) and other qualified persons, knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records: including academic, social, and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purposes for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific area of educational need, and not merely those which are designed to provide a single general

intelligence quotient.

- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student is eligible for services under Section 504 must be made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in the primary language along with the procedural safeguards available to them. If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to be eligible for accommodations under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives the free and appropriate public education ('FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers, and any other participants in the student's education must have a copy of the student's 504 Plan. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students under the IDEA

The following description regarding how special education and related services will be provided and funded is being proposed by the Charter School for the sole purpose of providing a reasonably comprehensive description of the special education program in the Charter Petition, and is not binding on the District. The specific manner in which special education and related services will be provided and fonded shall be set forth in a Memorandum of Understanding ("MOU") or other agreement, delineating the respective responsibilities of the Charter School and the SELPA. A copy of the MOU or agreement will be sent to the District upon execution.

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School will provide services for special education students enrolled in the Charter School. The Charter School will follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special

education programs and services and for responding to record requests and parent complaints, and maintain the confidentiality of pupil records.

The Charter School will promptly respond to all SELPA inquires, to comply with reasonable SELPA directives, and to allow SELPA access to Charter School students, staff, facilities, equipment and records as required to fulfill all SELPA obligations or imposed by law.

The Charter School shall participate as a LEA member of the Sonoma County Charter SELPA in accordance with Education Code section 47641(a) and shall make the following assurances in accordance with the Sonoma County SELPA:

Free Appropriate Public Education
The Charter School will assure that a free appropriate public education shall be provided to all enrolled students including children with disabilities who have been expelled from school.

Child Find
The Charter School will ensure that all students with disabilities are identified through the proper evaluations designated by the SELPA and in accordance with the policies and procedure of the SELPA.

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

Full Educational Opportunity
The Charter School will assure that all students with disabilities have access to the full range of programs available to non-disabled students.

Least Restrictive Environment
The Charter School will assure that students with disabilities are educated with students who are not disabled to the maximum extent appropriate. This will be addressed through the use of supplementary aids and services in the general education environment in accordance with each student's IEP.

Individualized Education Program
The Charter School will assure that an Individualized Education Program is developed, reviewed and revised for each eligible student under the IDEA. When approp1iate, the IEP shall also include extended school year services when the IEP team determines, on an individual basis, that the services are necessary for the provisions of a free appropriate public education ("FAPE"). Education Code 56345.

IEP Meetings

The Charter School shall arrange and notice the necessary IEP meetings and shall provide

translation services, reports, forms, and Procedural Safeguards as necessary. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: Principal and/or designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist, and shall document the IEP meeting and provide of notice of parental rights.

IEP meetings shall be held yearly to review the student's progress; every three years to review the results of a mandatory comprehensive reevaluation; after the student has received a formal assessment or reassessment; within 30 days of a parent's request; when the Individual Transition Plan ("ITP") is required at the appropriate age; and if manifestation hearing is required.

IEP Development
The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation
The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student's progress as provided in the student's IEP, and at least quarterly or as frequently as progress reports are provided for the Charter Schools non-special education students, whichever is more. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Referral for Assessment
All referrals will be responded to in writing by the Charter School within 15 days. The Charter School will notify the SELPA of the assessment request within 5 days of receipt. Parents will receive a written Assessment Plan within 15 days. The parent will be given at least 15 days to provide written consent. The assessment will be completed and an IEP meeting held within 60 days receipt of the parent's written consent for assessment.

Assessments
The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the/united states Code. The Charter School will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students. The Charter School will assure that an IEP review

shall be conducted on an annual basis at a minimum. In addition, a reassessment shall be conducted at least once every three years, in accordance with the IDEA, and more often if conditions warrant or requested by the student's parents or teacher. Parents will receive reports on their individual student's progress toward IEP goals and progress at the IEP meeting and conferences.

Confidentiality and Procedural Safeguards

The Charter School will assure that the confidentiality of identifiable data shall be protected at the collection, storage, disclosure and destruction stages. In addition, students and their parents shall be provided with safeguards through the identification evaluation and placement process and provisions for a free appropriate public education.

Personnel Standards and Staffing

The Charter School will attract, recruit and hire appropriately trained and credentialed personnel to provide special education services to children with disabilities as required by Education Code and IDEA. Professional development opportunities include special education compliance training as well as SELPA in-service training relating to special education.

The Charter School will be responsible for the hiring, training, and employment of site or itinerant staff and agencies necessary to provide special education services to its students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists. The Charter School will abide by all caseloads applicable to charter schools. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements.

State Assessments

The Charter School will assure that students with disabilities either under the IDEA or Section 504 are included in State assessment programs with appropriate accommodations and modifications when necessary and appropriate. The assessments include, but are not limited to, the CST and/or NGSS (science), CELDT and/or ELPAC, CCSS tests (CAASPP/CAA), and Physical Fitness Test ("PFT").

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services, confidentiality and reporting requirements as required by IDEA. The Charter School will adopt and implement policies relating to all special education issues and referrals.

Interim and Initial Placement of New Charter School Students

For students who enroll in the Charter School from another school district outside of the SELPA with current IEP, the Charter School shall conduct an IEP meeting within thirty days. Prior to such meeting and pending agreement in a new IEP, the Charter School shall implement the existing IEP at the Charter School, to the extent practicable or as otherwise agreed with the parent/guardian.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Reporting
The Charter School will collaborate with the SELPA to collect/maintain information required by IDEA and lists: age, grade, type of disability, EL status, and number of students receiving services, number of students receiving and types of test modifications and exemptions; setting of services, suspension data, and reasons for existing. All necessary procedures and accurate/timely reporting will be the responsibility of The Charter School Principal.

Non-discrimination
It is understood and agreed that all children will have access to the Charter School and no student shall be denied admission to the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need, for special education services.

Parent/Guardian Concerns
The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parents/guardians concerns or complaint.

Community Advisory Committee
The Sonoma County Charter SELPA Community Advisory Committee ("CAC") advises the local Special Education Local Plan Area as specified by Education Code Sections 56001, 56190-56194, 56195.7, 56195.9, 56200, 56205, 56240, 56728.7, and 56780. The CAC advises the Sonoma County Charter CEO/Executive Committee and the SELPA administration regarding:

- Planning and operation of special education programs in the Sonoma County Charter SELPA.
- Development and review of the Local Plan and recommend priorities to be addressed by the Local Plan.
- Assist in parent education.
- Increase public awareness and community acceptance of individuals with exceptional needs and to promote understanding of their educational and vocational needs.

The CAC collaborates with the local SELPA to ensure that the educational requirements of special education students are met. The CAC serves as a liaison between SELPA, the Charter School, families, community members, students, and teachers, so that all voices are heard. The organization may also provide consumer education, information, and referral to resources. See Appendix AA.

Due Process Hearing
The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation
The Charter School shall represent itself at all SELPA meetings.

Funding
The Charter School understands that it will be subject to the allocation plan of the SELPA.

In addition, the Charter School shall comply with the Sonoma Charter SELPA Local Area Master Plan and perform all corrective actions deemed necessary by the SELPA. The Charter School will develop an annual budget, hire necessary staff, contract for appropriate services and document the qualifications and competency of school leadership to meet the special education compliance and quality requirements.

The Charter School will work with the SELPA to provide professional development that builds the capacity of the special education and general education staff in the area of promising instructional practices, compliance with state and federal statutes, reporting requirements and use of instructional data. In addition, general educations staff members will be provided annual professional development about practices that support the needs of special education students in the least restrictive environment, including differentiation modeling for both instruction and independent work, time allotment modifications, and venues of participation that accommodate all students, especially those with special needs as deemed by their IEP or SST support plan. In house professional development for general education staff shall be provided by the Educational Specialist with support from the academic coach or the SELPA.

Implementation of Legal Requirements
The mission of the Special Education department mirrors the mission of Voices WCC itself; we believe that all students, regardless of special needs, given the appropriate support and accommodations, are capable of going to college and/or being gainfully employed.

The Special Education department will be designed to meet the specific needs of students with challenges, and to do so in the least restrictive manner. We believe in the student's ability to fully participate within their general education classroom and remain with their peers, to the degree that educators and service providers see fit. Title 5, California Code of Regulations Section 80046.5 focuses on the teacher and the IEP to recommend the most appropriate placement and level of support (1-1 aide, Learning Center, push in, special day class, etc.) for each child with special needs. Credential holders who are authorized to serve children with disabilities must possess a credential that authorizes teaching the primary disability of the pupils within the special education class as determined by the program placement recommendation contained within the Individualized Education Program. A teacher must hold a credential to serve each of the disability categories for students in the class as set forth in the IEP. An **IEP** team may determine that, based on assessments and the goals in the IEP, an alternate placement may be appropriate (a teacher will hold a credential to serve each of the disability categories for students in the class as set forth in the IEP[12].) It will be the Charter Schools' responsibility to determine how the special education services will be delivered. The IEP determines the student's needs and the rationale for the particular services and placement of the student. Various alternative

[12] http://www.ctc.ca.gov/credentials/manuals.html

placements are sometimes required to the extent necessary to implement the IEP for each child with a disability.

It will be the role of the Charter School's Education Specialist, and the special education associate teacher, to provide academic services within the general education classroom through small group instruction, individualized instruction, collaboration with the classroom teacher, and other methods that assist students with different learning needs in achieving academically, if described in the IEP. Other needed services, and occasionally academic services, are otherwise provided within the school's Leaming Center, which is the central location for the Special Education department and the Education Specialist.

Voices College-Bound Language Academy uses an inclusion model to support students with learning differences. As with all our students, students with disabilities access and participate in a rigorous dual immersion program and are supported within the classroom via strong pedagogy, with individual attention afforded by small group and individual classroom instruction and through our intervention process). All students with IEP's will be mainstreamed for the maximum amount of the day possible (least restrictive environment ("LRE")), as their IEP permits. A free, appropriate education will be provided to students with an IEP who cannot be served with a full inclusion model (moderate to severe) as necessary based on their individual need and may include, but is not limited to a 1-1 aide, or Special Day Class placement for all or part of the day. The Charter School will provide or secure such placements with the District or other entity through an MOU if necessary.

Transitional Kindergarten (TK)

Voices will offer TK to children who have their fifth birthday between September 2 and December 2, in multi-age classrooms (TK and K). TK is the first year of a two-year kindergarten program. Students will be enrolled through the regular enrollment process. TK students will have a modified daily schedule (minimum 180 minutes/day) and modified curriculum, instruction and assessments that are age and developmentally appropriate. Education Code Section 48000.

A Typical Day in the Life of Voices WCC Students

A Day in the Life of a Kindergarten English-Only Student at Voices WCC

On Monday morning, Ruben takes his leveled books to his desk and begins reading while the teacher takes attendance. Afer his kindergarten class sings their Good Morning song in a circle and reads the Morning Message, Ruben and his classmates line up and walk to the cafeteria for Plaza. Ruben listens as the principal introduces the Character Trait of the month - Responsibility - and then, when the principal signals, he turns and tells his partner examples of how he can show responsibility. Then Ruben watches wide-eyed as pictures gives clues about which Spanish speaking country the Charter School's stuffed monkey is "visiting" this month. Ruben can't wait to tell his mom that one country can have so many different kinds of animals and plants. Each week, Plaza alternates between Spanish and English; even though this week was all in Spanish, and Ruben is an English Only student, he still understands the concepts thanks to visuals and opportunities to interact with peers.

Spanish Language Arts

Students leave the carpett, one at a time, once they have answered the teacher's exit slip about

that week's phonemic awareness question. After Ruben comes up with a word that rhymes with the teacher's word, he goes off to get his small group's centers bin. He and his 3 partners will rotate through 4 activities in the next hour, and 4 different activities the next day, for a total of 8 different standards-aligned centers during the week. He and his classmates will practice reading and writing sight words with colored markers, coloring pairs of words that rhyme (according to the week's phonemic awareness goal), and a variety of other activities. Ruben likes the different hands-on activities that seem like games and challenges that he can do while interacting with his friends and all the while practicing speaking Spanish. His favorite is the iPad center, where practicing sight words is fun! His teacher calls a few students at the beginning of each rotation to read at her desk. He always looks forward to the time of day when he can work in a small group with his teacher and learn to read fan, new books'

Math

After lunch and enrichment, Ruben enters the classroom and sits down in his carpet square, already looking at the white board to answer the warm-up questions. He eagerly raises his hand, sometimes waiting for the teach.er to call on a student and sometimes sharing with his partner when the teacher declares, "Think-pair-share!" The warm-up questions completed, the class turns to the calendar, chanting months and days and numbers together. Then Ruben and his peers focus their attention on the teacher's math lesson for the day: the class is learning about addition this week, and after yesterday's lesson about drawing pictures to help solve a story problem, the class is learning how those pictures translate into equations. The whole math period has been taught entirely in Spani<;h, but Ruben hasn't missed a beat. Between talking to a peer, referring to visuals and manipulatives, and remembering what he's already learned from the week's naturally seq/folded objectives, English Only students like Ruben can grasp the concepts without trouble.

Recess

Ruben always looks forward to recess, when he can run and play with his friends on the playground. He loves playing freeze tag, or riding a tricycle around the sidewalk. It doesn't matter that he began the year only speaking English, or that many of his classmates began the year only speaking Spanish. After just a few months of kindergarten, all the students had learned from each other, easily picking up playground words in both English and Spanish. Ruben is with different students all the time, because after all, many games· don't require too many words, as long as you can run fast!

Read-aloud

Recess is over, but Ruben isn't sad to return to the classroom. In fact, he can't wait to .find out what book the teacher will read today. His class is in the middle of a project-based, month-long unit based on a Social Studies standard. The kindergarteners have been learning about who comprises their families, sharing family histories and origins, and studying photos and other artifacts to learn about their families' pasts. Ruben loves talking and sharing about his family - a topic very near and dear to all his 6-year-old classmates - and he especially loved interviewing his grandpa and then telling the class how his grandpa didn't even have a computer, tablet, or cell phone when he was little. As Ruben listens to the story about a girl comparing her life to her grandparents' childhood, he can't wait to connect the story to his own experiences. Later in the afternoon, Ruben knows he'll get to write more about those connections as each student prepares a_final project to share with his/her.family at the school-wide Social Studies Night open house.

English Language Arts

At 3:00, Ruben gathers his things and walks to Ms. Perez's classroom with his fellow English Only students. While the English Learner students go with the other kindergarten teacher to study English Language Development, Ruben will get more practice with the week's Phonemic Awareness and Concepts About Print objectives in English. He sits on the carpet and reads the Afternoon M essage, chants the letters, and plays a whole-class game to practice rhyming words. When they've finished, Ms. Perez gives each student a verbal exit slip: "Tell me a word that rhymes with mat." "Hat!" Ruben exclaims, bouncing off to his first independent work center.

A Day in the Life of a 3rd Grader with One-on-One Support at Voices WCC

Malcolm is a 3rd grade student at Voices WCC. Last year, he qualified for, and began receiving, Special Education services in order to address academic needs resulting from his specific learning disorder. Malcolm is currently receiving three hours of individualized academic support, provided by the Charter School's Education Specialist, the Assistant to the Education Specialist and by an appointed one-on-one aid.

Guided Reading

Following the classroom's 30 minute, morning routine Malcolm, along with his classroom peers, transition into guided reading time. During this time, the majority of the students, who are not reading with Ms. Aguilar, begin working in their centers; these are stations throughout the class that address different academic content pertaining to current standards. Without additional prompting or support, Malcolm gathers his folder and a pencil and begins working at his given center. At this time, the Education Specialist, Ms. Gutierrez, enters the 3rd grade class and begins to set up a small group lesson, as Malcolm, and other students with similar academic needs, gather their belongings and sit near her. With Ms. Gutierrez, they work on multiplication. While this is something that has already been addressed by the classroom teacher, this is Ms. Gutierrez's opportunity to address the area again and ensure that Malcolm is given optimal time to master the concept. Malcolm is able use manipulatives, repeated addition, drawings and other multiplication strategies. Once his time with Ms. Gutierrez has come to an end, Ms. Aguilar summons his group to her guided reading table. The group takes their book and begins to discuss what they were expected to read the previous night.

English Language Arts with One-on-One Support

Once Ms. Aguilar's 3rd grade class returns from a snack break, they begin working on English Language Arts. Malcolm sits near the front of the classroom, next to another student who is also receiving academic services. Aside Malcolm and his peers is Ms. Hernandez, the assistant to the Education Specialist. Her role, during this time, is to co-teach alongside Ms. Aguilar. While the classroom teacher is addressing the whole class, Ms. Hernandez sits with Malcolm and other student and reinforces the content. Malcolm has passages read to him, instructions are repeated and differentiation is used. Malcolm, who has processing deficits and sensory motor integration needs, is able to have Ms. Hernandez be his scribe for note taking and for writing time.

Academic Services

Following lunch, on non-enrichment days, Malcom has the opportunity to go to the Learning Center; this is a time set aside by the Education Specialist in which students receiving academic services are able to work on their IEP goals. Malcolm chooses to work on his fluency goal, and Malcolm reads a timed fluency passage to Ms. Gutierrez. As Malcolm is reading the passage aloud, Ms. Gutierrez is noting any errors and Malcolm stops reading when the one minute timer rings. They discuss this fluency and practice reading the words that he misread. Malcolm reads the passage a total offive times, after which, they are able to see the growth he makes every time he reads.

Reading Intervention

Toward the end of the school day, Malcolm return to the Charter School's Learning Center for 20 minutes, but at this time, he does so in order to attend Reading Intervention with Ms. Mallamace. Malcolm is grouped with students who are reading at his same level and who exhibit the same needs, which in this case is fluency. The groups works on reading a book that is within their instructional reading level.

A Day in the Life of a Second Grade English Learner at Voices WCC

Spanish Literacy

Carmen is a 2nd grader at Voices WCC. As soon as she is greeted at the door by her teacher, she walks in ready to start the Balanced Literacy portion of her day. Her teacher, Mr. Miller, starts the day with a read aloud for the Reader's Workshop thematic unit on Fairy Tales. Carmen is a native Spanish speaker and she actively participates in the discussion on the carpet comparing Las Bellas Hiias de Mufaro to Cinderella. Afterwards, during Word Study, Carmen studies accents in Spanish with a small group. Twenty minutes later, her teacher calls her group for a Guided Reading lesson in her native Spanish. Mr. Miller knows that by teaching her how to read phrases quickly in her native language, Carmen will transfer those skills into English. Just before recess, Ms. Trujillo, the assistant teacher, models good fluency to the whole class as she reads a passage on Pele. She asks Carmen to clarify the word "entrenador" for the rest of the class. Carmen smiles, knowing she has helped her Spanish learning friends with vocabulary and knowledge about soccer. When the students come back in from recess, they finish up the Balanced Literacy model with Writer's Workshop. This month, Mr. Miller is teaching Writer's Workshop in Spanish. The students are choosing small moments to write about. Carmen is writing about a special dinner at her Grandmother's house in El Salvador. Mr. Miller conferences with Carmen and reminds her to use periods at the end of a complete thought. When she goes to English Language Development in the afternoon. she will be expected to transfer this skill into his English writing.

English Language Arts

As English Language Arts starts, Carmen sits at her table with three other students and pulls out her passage on Martin Luther King, Jr. The class has been looking at diagrams and photographs that contribute to the text. Mr. Miller reads the content objective on the board and the class repeats it. He also has a language objective. Carmen reads aloud with her class: "I can explain to my partner how a diagram/photograph/drawing contribute, or add to, a text. " Mr. Miller reviews the vocabulary in the objectives and in the passage for English Learners such as Carmen. Carmen is an intermediate En fish learner as has a native English speaker as her

shoulder partner. As Carmen discusses the photographs in the passage with her table, she also uses sentence frames her teacher has provided. For the next 15 minutes, her table talks about each image with sentence starters such as "This image helps me understand..." "This diagram shows me how..." and "The photograph contributes to the text because... " Carmen is able to choose which sentence starter she prefers as she speaks with his peers. At the end of the lesson, Mr. Miller employs another SIOP strategy. Every student shares with their table what they learned to do. By the end of the lesson, Carmen is able to summarize the objectives in her own words.

Enrichment

After lunch, Carmen goes to the blacktop for Enrichment. Last week, the students finished their painting their pifiatas with art instructors from the Mexican Heritage Center. These lessons were in Spanish. The pifiatas are now on display in the Charter School office. This particular week, the class has Physical Education for Enrichment. The YMCA leads this week's enrichment in English. Afier doing a few warm-ups, Carmen and her classmates are going to run through some obstacle courses. The students will zigzag through cones, hula hoop in the middle and touch the basketball pole before tagging their teammate. Their class mascot is the UCL4 Bruins, as Mr. Miller is an alumnus. The Bruins will compete against the Spartans from 2nd grade. Carmen cheers on her class in English, repeating the UCLA chants she learned at the start of the year. As she comes back into class, she excitedly tells her teacher how her class won the race.

Math

During the mathematics period, Carmen starts off at her desk. Ms. Tmjillo, the assistant teacher, reviews math problems with the class on the projector. Carmen easily completes these "warm ups" on his white board. For the mini-lesson, Carmen takes her seat in the first row of the carpet. She again repeats the content and language objectives the teacher has written on the easel. Today the students will focus on recognizing shapes with specific attributes. Mr. Miller introduces a pentagon and hexagon to the class. He has visuals of different real-life objects that have this shape. He asks the class for other examples. Carmen suggests a School Crossing sign posted outside the Charter School and Mr. Miller draws it on the chart. Together the class counts the sides. Using the sentence starter, "I agree/disagree with _____ because ___ " the students turn to a partner and agree with Carmen's suggestion. After the mini-lesson, Carmen returns to her table where her teacher has set out a picture cards to sort. The students will sort pentagons, hexagons, triangles and quadrilaterals with a partner. They have geometry vocabulary posted on the Math Wall to refer to. As they sort, they must use the sentences "I know this is a _____ because... " with their partner. The teacher has selected this activity to build vocabulary with visual and grammatical scaffolds for her ELs. Carmen particularly enjoys drawing the pentagons onto her paper and labeling each shape, and as an EL she is completely engaged with the lesson. The teacher and assistant teacher walk around to check in. At the end of the lesson, Mr. Miller has his students reflect in their journal on their learning. Carmen is unsure about how to start her journal entry but her shoulder partner reminds her of the Math Journal Sentence Starters reference sheet in his folder. She selects one begins writing "Today's lesson will help me in my life when..."

Guide Reading and Centers

After math, the students get a snack. The 2nd graders then get an hour for English fluency, guided reading and centers. Carmen gets a chance to practice her English sight words with the assistant

teacher during this time. She works one-on-one to fill in gaps. Carmen also reviews context clues with a board game during centers. She is called to read with Mr. Miller. As she reads out loud she realizes he has mastered the skill of reading all the syllables in a word. Mr. Miller praises her for this, but also points out that she needs to phrase words together just as she did in Spanish.

ELD

At the end of the day, Carmen has English Language Development with Ms. Aguilar. She switches classes along with nine other EL students from her UCLA Bruins class. Her ELD class is grouped by the ELPAC test and is made up of Level 3s (Intermediate English Learners). Ms. Aguilar starts off by teaching an idiom. She explains what it means to "Go off the deep end!" Carmen then gets a chance to turn to her table and share a time when she went off the deep end. Carmen laughs as she shares his example and uses the language, and is very interested in hearing the other students give their examples. Afterwards, Ms. Aguilar calls the class to the carpet to review Past Perfect questions and answers. This unit revolves around College Activities. Ms. Aguilar has already frontloaded the vocabulary_for the unit. Carmen is very well aware of college activities she can discuss. Afier modeling the sentences and asking for volunteers to model the activity, Ms. Aguilar asks the class to form two Conga Lines. Each student receives a picture of a college activity they are to talk about. The sentences are posted on a pocket chart for students to refer back to. The class practices the English forms. Carmen shares "He's wishing he hadn't stayed up all night." "She's thinking she should have studied at the library." Carmen crosses her fingers she gets a chance to Conga down the lines for a new partner. Next, Carmen attends to a writing prompt on weekend hobbies. Ms. Aguilar is checking for past tense verbs in writing. As Carmen writes what she did last weekend, she pulls out a "Good Writer" checklist. She remembers that Mr. Miller told him to include periods at the end of a complete thought during Spanish writing. Carmen successfully transfers that skill into her English piece. She finishes the lesson by trading her writing with her partner to check for mechanics and correct wammar.

Charter School Goals and Actions to Achieve the Eight State Priorities

Please see the section entitled "Goals, Actions and Measurable Outcomes Aligned with the Eight State Priorities" in Element B of the charter for a description of the Charter School's annual goals to be achieved in the Eight State Priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605(b)(5)(A)(ii).

Element 2: Measurable Pupil Outcomes and Element 3: Methods of Measurement

Governing Law: The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes, " for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (BJ of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. Education Code Section 47605(b)(5)(B).

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. Education Code Section 47605(b)(5)(C).

<table>
<tr><th colspan="2">CHARTER SCHOOL GOALS, ACTIONS, OUTCOMES, AND METHODS OF MEASUREMENT THAT ALIGN WITH THE STATE PRIORITIES</th></tr>
<tr><td colspan="2">Pursuant to Education Code Sections 47605(b)(5)(A)(ii) and 47605(b)(5)(B), following is a table describing the Charter School's outcomes that align with the state priorities, and the Charter School's goals and actions to achieve the state priorities, schoolwide and for all numerically significant pupil subgroups.

The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.</td></tr>
<tr><td colspan="2">STATE PRIORITY #1-BASIC SERVICES
The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))</td></tr>
<tr><td colspan="2">SUBPRIORITY A-TEACHERS</td></tr>
<tr><td>GOAL TO ACHIEVE SUBPRIORITY</td><td>Recruit, develop, hire, and maintain fully credentialed teachers who are appropriately assigned and deliver high quality instruction.</td></tr>
<tr><td>ACTIONS TO ACHIEVE GOAL</td><td>• Provide competitive salary to attract and retain high quality teachers.
• Provide direct support to teachers in the classroom.
• Deliver professional development to teaches and paraprofessionals.
• Provide Beginner Teacher Support & Assessment ("BTSA") induction for qualified teachers.</td></tr>
</table>

MEASURABLE OUTCOME	All teachers will be fully credentialed and appropriately assigned.
METHODS OF MEASUREMENT	• Personnel files and teacher assignments. • CALPADS reports.
SUBPRIORITY B- INSTRUCTIONAL MATERIALS	

GOAL TO ACHIEVE SUBPRIORITY	Use standards-aligned instructional materials, curricula, resources, and technological supplements that will prepare students for college and career success.
ACTIONS TO ACHIEVE GOAL	Purchase standards-aligned materials, curricula, resources, and technological supplements
MEASURABLE OUTCOME	All materials, curricula, resources, and technological supplements will be standards-aligned.
METHODS OF MEASUREMENT	• Executive Director and faculty review all materials, curricula, resources, and technological supplements before purchase. • Review the Atlas curriculum platform.
SUBPRIORITY C - FACILITIES	
GOAL TO ACHIEVE SUBPRIORITY	Maintain Charter School facilities in good repair.
ACTIONS TO ACHIEVE GOAL	Charter School leadership and the Parent Safety Team will conduct regular walk-throughs of Charter School facilities.
MEASURABLE OUTCOME	Annually, 90% all items on site inspection checklists will be in compliance/good standing and 100% of identified Required Corrections will be corrected within three months.
METHODS OF MEASUREMENT	• Charter School leadership and the Parent Safety Team will conduct regular walk-throughs of Charter School facilities. • Site inspection documents prepared by school leadership.
STATE PRIORITY #2-IMPLEMENTATION OF COMMON CORE STATE STANDARDS	
Implementation of Common Core State Standards, including how EL students will be enabled to gain academic content knowledge and English language proficiency	
SUBPRIORITY A- CCSS IMPLEMENTATION	
GOAL TO ACHIEVE SUBPRIORITY	Curriculum and instructional strategies, interventions, assessments, and support services will be aligned to the CCSS.
ACTIONS TO ACHIEVE GOAL	• Provide curriculum and instructional strategies, interventions, assessments, and support services aligned to the CCSS. • Participate in professional development and trainings on the CCSS. • Teachers will participate in annual professional development on the implementation of the CCSS.

MEASURABLE OUTCOME	• All instructional curriculum, strategies, interventions, assessments, and support services will be aligned to the CCSS. • 100% of teachers will participate in professional development on the implementation of the CCSS.
METHODS OF MEASUREMENT	• Internal review of curriculum and instructional strategies, interventions, assessments, and support services. • Professional Development calendar and rosters. • Review internal and external assessment results to ensure the CCSS is being implemented well. • Conduct classroom observations to ensure the CCSS is being implemented well.
SUBPRIORITY B - EL STUDENTS & ACADEMIC CONTENT KNOWLEDGE	

GoAL TO ACHIEVE SUBPRIORITY	100% of EL students will gain academic content knowledge through the implementation of the CCSS and ELD standards.
ACTIONS TO ACHIEVE GOAL	EL students participate in English Language Arts and Literacy instruction with appropriate instructional support.
MEASURABLE OUTCOME	100% of EL students will gain academic content knowledge through the implementation of the CCSS and ELD standards.
METHODS OF MEASUREMENT	• ELD schedule and roster. • EL student performance on the CAASPP and CELDT/ELPAC. • Teacher assessments. • Annual report cards.
SUBPRIORITY C - EL STUDENTS & ENGLISH LANGUAGE PROFICIENCY	
GOAL TO ACHIEVE SUBPRIORITY	EL students will gain English language proficiency through the implementation of the ELD curriculum and related instructional strategies.
ACTIONS TO ACHIEVE GOAL	• Provide regular, leveled systematic ELD for ELs. • Provide Sheltered Instruction Observation Protocol ("SIOP"). • Provide ELD professional development for teachers.
MEASURABLE OUTCOME	EL students will gain English language proficiency through the implementation of the ELD curriculum and related instructional strategies.
METHODS OF MEASUREMENT	Student performance on CELDT/ELPAC Assessment and reclassification documentation.
STATE PRIORITY #3-PARENTAL INVOLVEMENT *Parental involvement, including efforts to seek parent input.for making decisions for schools, and how the school will promote parent participation*	
SUBPRIORITY A-ACHIEVING/MAINTAINING PARENTAL INVOLVEMENT	
GoAL TO ACHIEVE SUBPRIORITY	Maintain parental involvement in school experiences and activities that assist with student success.
ACTIONS TO ACHIEVE GOAL	• Provide classes for parents. • Provide childcare during parent-participation activities. • Employ a Parent Liaison to develop and promote parental involvement. • Codify and calendar grade-specific parent workshops. • Publicize parent meetings.
MEASURABLE OUTCOME	Annually, the number of families that participate in at least one parent involvement opportunity will increase by 5% over the previous year.

METHODS OF MEASUREMENT	• Parent activity calendars and promotional materials. • Attendance logs from classes, activities, workshops, and meetings.
SUBPRIORITY B-PROMOTING PARENT PARTICIPATION	
GOAL TO ACHIEVE SUBPRIORITY	Maintain parent participation in Charter School decision making entities.
ACTIONS TO ACHIEVE GoAL	Encourage and recruit parents to participate in the English Language Advisory Committee ("ELAC"), CAC, VPAC, Schools Advisory Committee, and Board of Directors.
MEASURABLE	Annually, the number of families that participate in at least one parent

OUTCOME	decision making entity will increase over the previous year.
METHODS OF MEASUREMENT	Decision making entity rosters.
SUBPRIORITY C-PARENT SATISFACTION	
GOAL TO ACHIEVE SUBPRIORITY	Parents will demonstrate high satisfaction with the academic program and parent involvement opportunities.
ACTIONS TO ACHIEVE GoAL	Conduct an annual satisfaction survey.
MEASURABLE OUTCOME	• Parent participation in the annual satisfaction survey. • 80% of parents indicate they are satisfied with the academic program and parent involvement opportunities.
METHODS OF MEASUREMENT	Survey results.
STATE PRIORITY #4- STUDENT ACHIEVEMENT *Pupil achievement, as measured by all of the following, as applicable:* *A. California Assessment of Student Performance and Progress (CAASPP) statewide assessment* *B. The Academic Performance Index (API)* *C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education* *D. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)* *E. EL reclassification rate* *F. Percentage of pupils who have passed an AP exam with a score of 3 or higher* *Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness*	
SUBPRIORITY A- CAASPP: ELA/LITERACY AND MATHEMATICS	

GOAL TO ACHIEVE SUBPRIORITY	All students will reach high standards in English and Mathematics.
ACTIONS TO ACHIEVE GOAL	• Establish benchmarks for CAASPP performance. • Establish, monitor, and analyze interim benchmark proficiency and growth goals. • Deliver CCSS-aligned classroom instruction and appropriate intervention that prepares students for the CAASPP. • Conduct frequent data analysis and disaggregation of data. • Administer Northwest Evaluation Association ("NWEA") examinations to designated grades.
MEASURABLE OUTCOME	Students will meet or exceed average performance levels of students in demographically comparable district schools in ELA and mathematics in the CAASPP
METHODS OF MEASUREMENT	CAASPP score reports.
SUBPRIORITY B -API	

GOAL TO ACHIEVE SUBPRIORITY	The Charter School will demonstrate strong academic achievement and growth on the API or the applicable state accountability system adopted and implemented by the State Board of Education and California Department of Education.
ACTIONS TO ACHIEVE GoAL	• Deliver CCSS-aligned classroom instruction and appropriate intervention that prepares students for the CAASPP. • Conduct frequent data analysis and disaggregation of data. • Administer Northwest Evaluation Association ("NWEA'") examinations to designated grades.
MEASURABLE OUTCOME	The Charter School will identify or receive appropriate benchmarks based on the API or other metric associated with the applicable state accountability system.
MEIBODSOF MEASUREMENT	The API or other metric associated with the applicable state accountability system.
SUBPRIORITY C - UC/CSU COURSE REQUIREMENTS - NOT APPLICABLE	
SUBPRIORITY D - EL PROFICIENCY RATES	
GOAL TO ACHIEVE SUBPRIORITY	Increase the percentage of ELs who are proficient in English, ELA, and mathematics.
ACTIONS TO ACHIEVE GoAL	• Frequently monitor and provide appropriate interventions for ELs. • Establish CELDT/ELPAC, CAASPP, and NWEA MAP performance expectations. • Provide SIOP, systematic ELD, and CCSS professional development for teachers as needed. • Provide regular, leveled systematic ELD instruction for ELs. • Schedule time for teachers to conduct data analysis to inform instruction.
MEASURABLE OUTCOME	• The number of ELs scoring proficient in ELA and Math on the CAASPP will increase annually. • EL students will meet or exceed average performance levels of EL students in demographically comparable district schools in ELA and mathematics on the CAASPP.
METHODS OF MEASUREMEN T	• Professional development schedule. • CAASPP score reports. • CELDT/ELPAC score reports. • NWEA MAP score reports.
SUBPRIORITY E-EL RECLASSIFICATION RATES	
GoAL TO ACHIEVE SUBPRIORITY	Increase the number of ELs who are reclassified each year.
ACTIONS TO ACHIEVE GOAL	• Frequently monitor and provide appropriate interventions for ELs. • Establish CELDT/ELPAC performance expectations. • Provide SIOP, systematic ELD, and CCSS professional development for

	teachers as needed. • Provide regular, leveled systematic ELD instruction for ELs.
MEASURABLE OUTCOME	The percent of EL students meeting or exceeding CELDT performance expectations will meet or exceed the performance levels of students in demographically comparable district schools.

METHODS OF MEASUREMENT	• EL reclassification rates. • CAASPP score reports.
SUBPRIORITY F -AP EXAM PASSAGE RA TE- NOT APPLICABLE	
SUBPRIORITY G- COLLEGE PREPAREDNESS/EAP - NOT APPLICABLE	
STATE PRIORITY #5-- STUDENT ENGAGEMENT *Pupil engagement, as measured by all of the following, as applicable:* *D. School attendance rates* *E. Chronic absenteeism rates* *F. Middle school dropout rates (EC §52052.1(a)(3))* *G. High school dropout rates* *H. High school graduation rates*	
SUBPRIORITY A- STUDENT ATTENDANCE RATES	
GOAL TO ACHIEVE SUBPRIORITY	Maintain an attendance rate of 95%.
ACTIONS TO ACHIEVE GoAL	• Create an engaging, positive, and safe school culture and environment. • Refer truant students to the SST process for monitoring and support. • Provide counseling for students for whom personal issues are creating a distraction from learning. • Closely track attendance and conduct follow up meetings with families showing attendance concerns. • Provide resources and support to families struggling with attendance issues. • Incentivize and reward strong attendance. • Employ a Parent Liaison to develop and promote school culture. • Administer an annual satisfaction survey to gather feedback.

MEASURABLE OUTCOME	Attendance rate of 95%.
METHODS OF MEASUREMENT	Attendance reports.
SUBPRIORITY B - STUDENT ABSENTEEISM RATES	
GOAL TO ACHIEVE SUBPRIORITY	Decrease overall number of absences, tardy arrivals, and early dismissals.
ACTIONS TO ACHIEVE GOAL	• Create an engaging, positive, and safe school culture and environment. • Refer truant students to the SST process for monitoring and support. • Refer students for counseling for students for whom personal issues are creating a distraction from learning. • Closely track attendance and conduct follow up meetings with families showing attendance concerns. • Provide resources and support to families struggling with attendance issues. • Incentivize and reward strong attendance. • Employ a Parent Liaison to develop and promote school culture. • Administer an annual satisfaction survey to gather feedback.
MEASURABLE OUTCOME	The total number of absences, tardy arrivals, and early dismissals will decrease each year.

METHODS OF MEASUREMENT	Attendance, absence, tardy, and early dismissal records.
SUBPRIORITY C - MIDDLE SCHOOL DROPOUT RA TES	
GOAL TO ACHIEVE SUBPRIORITY	Maintain a dropout rate of less than 3%.
ACTIONS TO ACHIEVE GOAL	• Create an engaging, positive, and safe school culture and environment. • Provide counseling for students for whom personal issues are creating a distraction from learning. • Provide resources and support to families struggling with attendance issues.
MEASURABLE OUTCOME	Dropout rate of less than 3%.
METHODS OF MEASUREMENT	Dropout rate.
SUBPRIORITY D -HIGH SCHOOL DROPOUT RATES-NOT APPLICABLE	
SUBPRIORITY E- HIGH SCHOOL GRADUATION RATES- NOT APPLICABLE	
STATE PRIORITY #6- SCHOOL CLIMATE *School climate, as measured by all of the following, as applicable:* *A. Pupil suspension rates* *B. Pupil expulsion rates* *C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness*	
SUBPRIORITY A- PUPIL SUSPENSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	Maintain a suspension rate of less than 5%.
ACTIONS TO ACIDEVE GOAL	• Create an engaging, positive, and safe school culture and environment. • Implement alternatives to suspension (SST, behavior plans, etc.). • Establish and foster schoolwide discipline plan and character development.
MEASURABLE OUTCOME	Suspension rate of less than 5%.
METHODS OF MEASUREMENT	Suspension rate.
SUBPRIORITY B - PUPIL EXPULSION RATES	
GOAL TO ACHIEVE SUBPRIORITY	Maintain an expulsion rate of less than 2%.

ACTIONS TO ACHIEVE GOAL	• Create an engaging, positive, and safe school culture and environment. • Implement alternatives to expulsion (SST, behavior plans, etc.). • Establish and foster schoolwide discipline plan and character development.
MEASURABLE OUTCOME	Expulsion rate of less than 2%.

METHODS OF MEASUREMENT	Expulsion rate.
SUBPRIORITY C - OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)	
GOAL TO ACHIEVE SUBPRIORITY	Receive positive feedback from students, parents, and teachers regarding school culture, safety, and connectedness.
ACTIONS TO ACHIEVE GOAL	Administer an annual satisfaction survey to students, parents, and teachers to gather feedback on school culture, safety, and connectedness.
MEASURABLE OUTCOME	• Students, parents, and teachers will fill-out surveys. • 80% of students, parents, and teachers will indicate satisfaction with school culture.
METHODS OF MEASUREMENT	Survey results.
STATE PRIORITY #7- COURSE ACCESS *The extent to which pupils have access to. and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.* *"Broad course of study,••includes the following, as applicable:* *Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)* *Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))*	
GOAL TO ACHIEVE SUBPRIORITY	All students, including unduplicated pupils, will be enrolled in a broad course of study as outlined in the charter petition.
ACTIONS TO ACHIEVE GOAL	Make all academic content areas available to all students, including student subgroups, at all grade levels.
MEASURABLE OUTCOME	All students, including all student subgroups, unduplicated students, and students with exceptional needs, will have access to and enroll in a broad course of study as outlined in the charter petition.
METHODS OF MEASUREMENT	Student, teacher, course, and grade level schedules.
STATE PRIORITY #8-0THER STUDENT OUTCOMES	
Pupil outcomes, if available, in the subject areas described above in #7, *as applicable.*	
SUBPRIORITY A- ENGLISH	
GOAL TO ACHIEVE SUBPRIORITY	Students, including all significant sub groups, will demonstrate proficiency on the Common Core Standards annual assessment in ELA.

ACTIONS TO ACHIEVE GOAL	• Establish benchmarks for CAASPP performance. • Establish, monitor, and analyze interim benchmark proficiency and growth goals. • Deliver CCSS-aligned classroom instruction and appropriate intervention that prepares students for the CAASPP. • Conduct frequent data analysis and disaggregation of data. • Administer Northwest Evaluation Association **("NWEA")** examinations

	to designated grades.
MEASURABLE OUTCOME	Students will meet or exceed average performance levels of students in demographically comparable district schools in ELA on the CAASPP.
METHODS OF MEASUREMENT	CAASPP score reports.
SUBPRIORITY B - MATHEMATICS	
GOAL TO ACHIEVE SUBPRIORITY	Students, including all significant sub groups will demonstrate proficiency on the Common Core Standards annual assessment in Math.
ACTIONS TO ACHIEVE GOAL	• Establish benchmarks for CAASPP performance. • Establish, monitor, and analyze interim benchmark proficiency and growth goals. • Deliver CCSS-aligned classroom instruction and appropriate intervention that prepares students for the CAASPP. • Conduct frequent data analysis and disaggregation of data. • Administer Northwest Evaluation Association ("NWEA") examinations to designated grades.
MEASURABLE OUTCOME	Students will meet or exceed average performance levels of students in demographically comparable district schools in mathematics on the CAASPP.
METHODS OF MEASUREMENT	CAASPP score reports.
SUBPRIORITY C - SOCIAL SCIENCES	
GOAL TO ACHIEVE SUBPRIORITY	• All students, including significant subgroups, will reach high standards in social science practices and content.

ACTIONS TO ACHIEVE GOAL	• Codify Understanding by Design units. • Purchase equipment and materials needed for units. • Train teachers on project based learning and Understanding by Design. • Each grade level will complete an Understanding by Design social science project every year. • Teachers use multiple measures to assess mastery. • Establish grade specific benchmark and growth goals.
MEASURABLE OUTCOME	• 70% of students will score a 3 or higher on the Understanding by Design project rubric.
METHODS OF MEASUREMENT	• Understanding by Design project rubric. • Report cards.
SUBPRIORITY D - SCIENCE	
GOAL TO ACHIEVE SUBPRIORITY	All students, including all significant subgroups, will reach high standards in science concepts and scientific thinking.
ACTIONS TO ACHIEVE GOAL	• Train teachers on NGSS and develop aligned curriculum. • Each grade level will complete an Understanding by Design science project every year. • Teachers use multiple measures to assess mastery. • Establish grade specific benchmark and growth goals.

MEASURABLE OUTCOME	• 70% of students will score a 3 or higher on the Understanding by Design project rubric.
METHODS OF MEASUREMENT	• Understanding by Design project rubric. • Report cards.
SUBPRIORITY E - VISUAL AND PERFORMING ARTS - NOT APPLICABLE	
SUBPRIORITY F - PHYSICAL EDUCATION	
GOAL TO ACHIEVE SUBPRIORITY	All students, including significant subgroups, will show growth on the Physical Fitness Test.
ACTIONS TO ACHIEVE GOAL	• Secure fitness contract with outside agency. • Establish grade specific benchmark and growth goals.
MEASURABLE OUTCOME	Students will achieve growth on the Physical Fitness Test, in comparison to District schools with similar demographics.
METHODS OF MEASUREMENT	Physical Fitness Test report.
SUBPRIORITY G-HEALTH (GRADES 1-6 ONLY)- NOT APPLICABLE	
SUBPRIORITY H - FOREIGN LANGUAGES (GRADES 7-12 ONLY)	
GoAL TO ACHIEVE SUBPRIORITY	All students, including all significant subgroups, will become proficient bilingual speakers, readers, and writers.
ACTIONS TO ACHIEVE GOAL	• Teachers use multiple measures to assess mastery. • Establish grade specific benchmark and growth goals.
MEASURABLE OUTCOME	All 8th grade students will complete and pass all components of the Voices Exit Presentation in both languages.
METHODS OF MEASUREMENT	Exit Presentation Rubric
SUBPRIORITY I-APPLIED ARTS (GRADES 7-12 ONLY)-NOT APPLICABLE	
SUBPRIORITY J-CTE (GRADES7-12 ONLY)-NOT APPLICABLE	
SUBPRIORITY K -TECHNOLOGY	
GOAL TO ACHIEVE SUBPRIORITY	All students, including significant subgroups, will become proficient users of technology.
ACTIONS TO ACHIEVE GOAL	• Develop technology scope and sequence. • Provide technology-instruction teacher professional development.

	• Ensure students have regular access to technology. • Teachers use multiple measures to assess mastery.
MEASURABLE OUTCOME	100% of students will have access to technology in the classroom.
METHODS OF MEASUREMENT	Budget Walk through principal observations Daily Schedules

The Charter School affirms that the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card.

Assessment Methods and Approach

Voices WCC will use information gathered from all mandated state tests as well as local curriculum-based and standards-based assessment data to measure students' progress in meeting standards. In addition to the standardized measurements, students will demonstrate their knowledge and ability through school designed interim assessments and a variety of teacher designed means which may include performance assessments, public exhibition projects, teacher created tests, essays, etc. Additionally, we use surveys such as the Student Observation Checklist of Civic Skills and Behaviors to measure character development (See Appendix AB for sample Civic Skills report card). Assessments are formative and summative, holistic and standardized, criterion- and norm-referenced, paper and pencil, and online and include any assessments applicable to students in non-charter public schools. Students must demonstrate mastery of grade level standards and skills when measured against multiple measures. Assessment will both improve learning and provide accountability.

Voices WCC will utilize diverse assessments that are aligned with the curriculum and instructional program, compliant with state expectations. They will be administered according to the assessment cycle below:

Assessment	Description	Assessment Schedule
State required tests	California Standards Test (science) PFT CELDT CAASPP California Alternate Performance Assessment ("CAPA") or CAA ELPAC	Annually, as available
Placement exams	CELDT Voices Diagnostic Assessments (see below) LAS Links online Espanol	Annually, as available
Diagnostic	Concepts of Print ("CAPS") Phonemic Awareness Letter/sound ID (English/Spanish) ADEPT CELD (Curriculum	Tri-annually

	Associates)	

	Spelling Inventory Sight Words (English/Spanish)	
Formative Assessments: Teacher/grade level designed assessments	Tests Quizzes Projects Performance-based assessments Writing prompts Presentations Surveys Checklists Rubrics	Ad-hoc, weekly, bi-weekly, monthly
Interim Benchmark Assessments (aligned to Big Goals or IEP)	Fiction and Non-fiction Reading Assessment: running record, comprehension, fluency (English/Spanish) Writing Prompt (English/Spanish) Fluency Assessment (English/Spanish) Student Observation Checklist of Civic Skills and Behaviors Internal Interim Assessment (i.e. Illuminate)	Tri-Annually
Summative Assessments (CCSS aligned)	NWEAMAP Illuminate	Tri-Annually
Program Evaluation/Reports	Annual Climate/Stakeholder Survey 8th Grade Exit Project Annual Measurable Achievement Objectives ("AMAO") PFT	Annually

Summative and Interim Assessment

Voices WCC will utilize fall, winter and spring cumulative interim assessments based on standards.

Illuminate:
This assessment can be administered as computer-based or in paper and pencil format. Illuminate assessments are CCSS fully-aligned and include constructed responses and SBAC like items. The custom designed assessments are administered in language arts and math and include all standards taught to date in each grade. This provides teachers with a manner to gauge mastery of standards. Students are expected to achieve 80% proficiency to demonstrate mastery. In turn, teacher use this information, in conjunction with classroom measures, to objectively communication progress to parents on the report card.

Measures of Academic Progress ("MAP"):
MAP is a CCSS-aligned computerized adaptive assessment that gives teachers and administration information they need to improve teaching and learning. We use the growth and achievement data from MAP assessments to develop targeted instructional strategies and plan school improvement. MAP assessments are given in reading, math, and science. They measure growth and show how students are progressing over time because data can be looked at historically. Rather than determine mastery, MAP data provides students instructional levels and year-to-year growth.

Diagnostic and Placement Assessments
Diagnostic assessments measure critical skills and offer an in-depth analysis of a student's strengths to guide instructional decisions. Effective diagnostics are valid, reliable and based on scientific research. Teachers give diagnostics to establish a baseline with students each year and to determine which knowledge or skill gaps we need to fill. The more meaningful information we have about students, the better we can meet their needs. Diagnostics allow us to measure student progress on foundational skills. This helps us identify the needs of our students, which enables us to tailor our curriculum or provide interventions in order to meet those needs. Furthermore, it keeps us from making assumptions about what our students do or don't know. This moves us away from subjective assessments, which can be influenced by teachers' biases. Good diagnostics are specific enough to identify skill gaps, guide instruction, and measure progress. Mastery is demonstrated as outlined in the Big Goals for each grade level.

LAS Links Espanol
LAS is a research-based diagnostic assessment that measures the speaking, listening, reading, writing, and comprehension skills of students in Spanish. It helps identify language difficulties a student may have in Spanish and track progress in attaining Spanish language proficiency. It helps teachers track progress, determine accurate placement or interventions and tailor instruction for our Spanish learners.

Formative Grade Level Designed Assessments
Formative assessment begins even before teaching begins with pre-assessments. Teachers gather formative data throughout the unit of study, often in informal ways, to inform teaching decisions and improve student learning. Grade level teams can also create common formative assessments s that they analyze during data meetings. Such assessments may include, but are not limited to exit tickets, quizzes, anecdotal observations, quick writes, etc. Grade level teams establish proficiency levels for each assessment in weekly data meetings based on standards

deconstruction and item analysis. For example, a just introduced standard exit slip may warrant a 50% cut point whereas a spiraled previously taught standard may warrant an 80% + cut point.

Exhibition Projects, Performance-Based Assessments, and Rubrics

Teachers develop science and social studies units and projects based on standards using the *UbD*® Framework. Students learn content in depth and have an opportunity to demonstrate understanding through performances of understanding. Additionally, students apply other content knowledge and skills (math and language arts) to make their projects truly integrated. These performances of understanding are shared with parents and the wider community through exhibition projects and assessed through teacher-created rubrics that will measure understanding, presentation and skill proficiency. Students will strive to attain proficiency or above on the rubric. Every student's yearly project(s) will be recorded on a digital portfolio beginning in kindergarten to be used as a reflection tool in his or her 8th Grade Exit Project.

8th Grade Exit Project

Every 8th grade student will be required to complete an Exit Project consisting of a written Professional Action Plan, presentation and exit interview. The interview teams will consist of one teacher, one parent and one community representative. Every element will have an English and Spanish component and will allow for demonstration of oral and written communication skills, technology/presentation skills, research skills, and critical thinking skills regarding their role within their own culture and the greater society. In this project, students will reflect on their learning thus far, analyze how their values and culture fit into the greater society, identify any obstacles that they think might be a deterrent to college and have an action plan for dealing with such issues. It will also include a college plan with a detailed description of at least one profession of interest to them and identification of two institutions of higher education and requirements for those programs. The description will include a description of how that profession contributes to the community and society.

Annual Survey

The Survey Research Initiative at Teachers College, Columbia University[26] has created separate surveys for student, parents and staff that we will use to gather information on Voices WCC's overall performance. Surveys are created online and administered in online or paper and pencil form. Surveys will consist of a combination of multiple choice items and open-ended questions. Survey questions seek information about overall satisfaction with the school culture, the academic program, the working and learning environment, and satisfaction with the Charter School's staff and administration (See Appendix AC).

Data Collection

Data collection includes, but not limited to:

- Standardized Test Scores (such as CST (science), CAASPP SBAC, California Alternate Assessments ("CAA"), CAPA, CELDT)
- Running Records/Book Levels (such as Fountas & Pinnell Benchmark Assessment®)
- Interim assessments in language arts, writing and math (English and Spanish)

[26]http://www.tc.columbia.edu/sri/index.asp?Id=Featured+Services&lnfo=Variety+of+user%2Dfriendly+surveys

- Unit tests, exhibition projects/rubrics and portfolios, surveys/checklists and other teacher created tests and screening tools
- Performance-Based assessments
- Report cards (Grade level, ELD, Civic)
- Physical fitness test
- Surveys

Screening procedures include (but are not limited to) monitoring each child's:

- Level of reading comprehension
- Phonological and Phonemic awareness and knowledge
- Concepts of print
- Phonics knowledge
- Reading strategies
- Use of language and text structures
- Decoding
- Mathematical automaticity
- Mathematical numeracy

Big Goals

Big Goals encourage a results-oriented mindset and provide clear guidance to set priorities. It allows our students to be involved in the learning process, while committing teachers to an accelerated endpoint. Instructional time is maximized because teachers will strategically and coherently allocate the time and resources necessary to meet the Big Goals. A further benefit of Big Goals is that it assures alignment of instructional time based on the needs of students, rather than allotting time based on personal preferences or ideologies. A Big Goal is:

- Comprehensive and Standards based
- Motivating
- Achievement-oriented and attainable
- Results-oriented
- Trackable
- Transparent to students

Data Analysis Procedure

Teachers will administer cumulative standards-based interim assessments in math, language arts, writing, and language development a minimum of three times per year per the Assessment Schedule (assessments for Social Studies and Science are given as part of UbD units and grade level constructed assessments and are analyzed during regular Data Meetings). Following each assessment, teachers will have three days to process, analyze and share data with teaching and administrative staff and to develop plans for re- teaching. These three days are also known by staff as the Results Oriented Cycle of Inquiry. The fall and spring assessments will be followed by parent teacher conferences where teachers share student's results and develop a plan including appropriate interventions with the parents. Additionally, each assessment will be followed by a re-teach period based on identified standards or skills in need of re-teaching to the whole class, small group and individual students.

Data gathered about individual students, teacher, and grades from both interim assessment and standardized tests are used to drive future professional development, curriculum selections and programmatic changes.

Use and Reporting of Data
Voices WCC's staff will maintain a Student Information System ("SIS"), such as Power School, and disaggregate assessment and performance data by gender, language, ethnicity, grade level, EL and RFEP status, socio-economic status, and length of time with Voices WCC, etc. Matched scores are used whenever appropriate. As a result of the analysis of student achievement data, Voices WCC targets areas in our program, professional development and instruction to address student needs and improve student outcomes. Each year a needs assessment will be formulated with resources directed to meet targets. Assessment results are conveyed to the community through the SARC as required by the COE, the Charter School newsletter, parent information night, the Board of Directors, and authorizer annual report.

Decisions to modify or redirect classroom strategies, program strategies and/or material resources during the school year are made by the classroom teacher, whole instructional staff, and instructional leader as appropriate. Decisions will be made on a daily basis to guide instruction, on a biannual basis to diagnose program trends, and on an annual basis to evaluate program effectiveness.

Parent/teacher conferences will be held at least two times per year. Individual student results and achievement targets will be shared with parents at this time. In addition, pupil progress will be communicated to parents regularly using a standards based report card and progress reports if needed. In addition, students with an IEP, students who are receiving intervention services or with an active SST receive more frequent progress reports. All information conveyed to parents of Spanish-speaking students will be translated by staff. Reasonable efforts will be taken to provide information in primary language to families speaking languages other than Spanish.

Reporting Program Effectiveness to Authorizing Entity, Board, Parents, and Other Stakeholders
The Charter School will report program effectiveness yearly to all stakeholders, including the authorizing district, through various instruments and measurements including but not limited to:

- School Accountability Report Card
- LCAP
- Local Educational Agency Plan
- Title III AMAOs
- Voices WCC Board Reports

The Charter School shall share such reports in various manners including parent meetings, newsletter, website and other social media, Board meetings, in print and in English and Spanish.

Element 4: Governance

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(b)(5)(D).

Nonprofit Public Benefit Corporation

The Charter School will be a directly-funded independent charter school operated by a California nonprofit public benefit corporation pursuant to California law. The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and the Charter School. Pursuant to California Education Code Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law.

Attached, as Appendix AD please find the Voice College-Bound Language Academies' Articles of Incorporation, Bylaws, and Conflict of Interest Code.

Charter Management Organization Support and Services to Charter Schools

Voices College-Bound Language Academies is the nonprofit public benefit corporation that operates as a charter management organization ("CMO") that supports the instructional and operational needs of all Voices College-Bound Language Academies charter schools. This ensures accountability to the core beliefs and replication of the successful Voices College-Bound Language Academies model. The CMO will provide a level of autonomy to the Charter School Principal, but many instructional best practices will be imported from the flagship school and implemented universally throughout the CMO's charter schools.

The CMO office is structured to provide excellent school support to drive student achievement at the charter school level and build cohesive relationships between the network and Charter School staff. At minimum, monthly meetings between the CMO office and Charter School leadership, plus monthly Charter School visits will provide an open-minded and reflective environment for continues improvement and professional growth.

The services provided by the CMO to the Charter School are detailed in the Voices CMO School Services Summary attached as Appendix AE.

Board of Directors

The Charter School will be governed by a corporate Board of Directors ("Board of Directors") in accordance with adopted bylaws, which shall be consistent with the terms of this charter.

The number of directors shall be no less than five. The purpose of the Board is to assume responsibility for the governance of the Voices College-Bound Language Academies charter schools. In accordance with Education Code section 47604(b), the District may appoint a representative to sit on the Board of Directors.

The Board shall seek representatives and members of the communities served by Voices charter schools, including Voices WCC. Voices will seek to ensure that the members represent a broad area of expertise and a broad cross-section of the charter school communities and community-at large, including financial expertise, community and educational leadership, real estate, law, educational pedagogy, public accountability, business, community outreach, marketing and philanthropy. Individuals paid by Voices will not serve on the Board.

All directors shall have full voting rights, including any representative appointed by the charter school authorizer as consistent with Education Code Section 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Corporation may appoint additional directors to ensure an odd number of Board members. All directors shall be designated by the existing Board of Directors.

Except for the initial Board of Directors and the District Director(s), the term of office for members of the Board of Directors shall be three (3) years. Insofar as possible, directors' terms shall be staggered. No Board member may serve more than two consecutive three year terms.

The following members constitute the Board of Directors. The Board will continue to secure additional persons with expertise as needed to sustain an excellent organization and ensure the effective and responsible use of public funds.

Figure: 4.0 - Current Board

Board Member	Bio	Skills
Alice Miller	Alice Miller is a founder of California's first charter school, the San Carlos Learning Center, and a founder of two charter high schools. Ms. Miller worked for the California Network of Educational Charters from 1996-2003. She was the Administrator and CFO for Aurora Charter High School and has served on multiple non- profit boards and charter school boards. Ms. Miller has been the director of Knowledge Management for the California Charter Schools Association (“CCSA”) since 2004. She is the technical assistance expert for CCSA, and provides guidance on legal, fiscal and compliance regulations, as well as workshops to charter schools in California and in the nation.	Accounting, finance, charter school governance, charter school development, facilities, legal, compliance
David Richards	David Richards has a BA in History from UC Berkeley and an MA in Education from Stanford University. He brings over 15 years of experience teaching and administering in suburban and urban schools in the Bay Area and in Latin America. He is the Founder and CEO of	Education, school administration, human resources, strategic planning, charter school development

	Growth Public Schools. He was formerly the Chief Regional Officer at Summit Public Schools, a charter network in the Bay Area, responsible for the oversight and management of the Bay Area schools and the day to day operations of the organization. At Summit, his responsibilities have included program design, hiring, evaluation, student recruitment, budget development and management, curriculum and instruction, discipline, fundraising, and leadership development. He also worked as a curriculum writer and a special education consultant. During his time as Executive Director, of Summit Rainier and Tahoma, he led the organization to ultimately overhaul the school model into next generation schools that leverage the power of technology and focus on deeper learning to prepare students for success in the 21st Century.	
Sara Reyes	Sara Reyes is the Division Director for Children, Youth, and Family Development at Catholic Charities of Santa Clara County (“CCSCC”). Ms. Reyes has been with CCSCC for 11 years and manages over 25 contracts with the Division budget exceeding 4 million dollars. Ms. Reyes holds a Bachelors Degree in Liberal Arts from The National Hispanic University and a Masters in Public Administration from San Jose State University. Some of her active memberships include the Franklin-McKinley Children's Initiative Governance Board, the California School-Age Consortium Board, and Los Padrinos Board for the Washington United Youth Center. Ms. Reyes volunteers at St. John Vianney School, Alum Rock Little League, and the Police Athletic League’s Berryessa Cougars Football.	School age programs, grant writing, project management, human resources, philanthropy, community outreach
Kristen McCaw	Public Schools. Previously at Summit, Kristen has been responsible for opening new schools, executing on the organization’s policy agenda, and leading advocacy efforts.	Charter school development, non-profit management, education reform, public

	Prior to joining Summit, Kristen served as Director of School Development at the California Charter Schools Association. In this role, she crafted a regional growth strategy and provided guidance on all aspects of the school design and development process that supported the launch of 24 new schools. Previously, Kristen managed special education and assessments at a network of charter schools in Harlem, led the implementation of systems designed to improve teacher and student performance, conducted research on school-transformation policies, and launched college preparation programs for students living in New York City public housing. This work ignited her commitment to ensuring that children in every neighborhood can access an education that will equip them to be the authors of their own futures and leaders in their communities. Kristen serves on the board of Voices College- Bound Language Academies. She holds a BA in Politics from New York University and an MPA from the University of Southern California.	administration, fiscal management, Sepcial Education
Duy Vo	Duy is the Head of Engineering for NimbleRx, a pharmacy that enables prescriptions to be delivered to patients. Duy supports the Voices Academy Team by contributing his experience in entrepreneurship, finance, technology, and growth. Prior to his current role at NimbleRx, Duy was Chief Technology Officer and Co- Founder of FundPaaS, an online platform that helps businesses meet working capital requirements via crowdfunding. Duy earned his B.S. and M.S. from San Jose State University, and is passionate about using his software building skills to positively impact the world.	Financial management/accounting, strategic planning
Kim Wisckol	Kim serves as Director, Total Rewards at Gilead and brings valuable experience in Human Resources to the Voices Board of	Human Resources, communications, non- profit

	Directors. She began her career at a nonprofit social services organization where she spent 7 years, the last 4 as Executive Director. After earning her M.B.A., she switched to the for- profit sector and spent 30 years in human resources. Working with organizations of all sizes and reaches, Kim developed and implemented performance management systems, compensation and benefits programs, organization development strategies and employee and management training programs. Highlights in her career include implementing a food and shelter program in conjunction with area churches and receiving an United Way award for most innovative counseling program while at the nonprofit; designing the organizational development strategy for a business forced to change its product market; and implementing the compensation and performance management systems for a newly public medical device company.	management
Servando Sandoval	Servando Sandoval is a partner with the Pahl & McCay Professional Law Corporation practicing in the areas of Commercial Litigation, Business Litigation, Real Estate, and Labor and Employment Law. He has extensive experience in all facets of employment law and fair housing laws, including counseling clients as to day to day employment and housing issues, conducting investigations and defending claims before all Courts and in administrative hearings. He graduated with honors, cum laude, from the University of California at Los Angeles in 1995 with a degree in Communication Studies with an emphasis in Chicano Studies. He received his Juris Doctor in 1999 from the UCLA School of Law, where he served as Editor for the Chicano-Latino Law Review. He is admitted to practice in the state of California, including the District Courts in and for the Northern and Central Districts of California, as well as the U.S. Court of Appeals, Ninth Circuit. Mr. Sandoval is the	Law, real estate

	Chair of the Board of Directors of the Hispanic Chamber of Commerce Silicon Valley. Mr. Sandoval also serves on the Board of Directors for the San Jose Day Nursery.	
Diego Arambula	Diego Arambula serves as an Entrepreneur-in- Residence for GO Public Schools in Fresno, CA. He brings experience as a Chief Growth Officer, founding principal, and teacher for Summit Public Schools. As Chief Growth Officer and a member of Summit's Executive Team, Diego helped Summit expand its network and grow its impact through innovative partnerships across the country. He began his professional career in politics, serving as the Communications Director for U.S. Representative Cal Dooley after serving as Dooley's Deputy Campaign Manager for a hard-fought campaign in California's Central Valley in 2000. Diego earned his A.B. in government from Harvard University and a Master's in Education from Stanford University. A Pahara-Aspen Education Fellow and member of the James Irvine New Leadership Network, Diego is also on the board of Summit Public Schools and of the Downtown Fresno Foundation.	Education, communications and PR, real estate, strategic planning

The Board may establish committees such as Finance, Audit, Governance, Personnel, and Development. The Corporation may also create such committees as may from time to time be designated by resolution of the Board of Directors. Such other committees it may create may consist of persons who are not also Directors of the Board. These additional committees shall act in an advisory capacity only to the Board and shall be clearly titled as "advisory" committees. Such committees shall operate in accordance with the applicable provisions of the Brown Act.

Selection and Development of Board Members

Board members must have a commitment to the vision, mission and values of Voices charter schools and to the equitable allocation of funds. Board members must also have a commitment and a readiness to be active learners in our school community. For instance, Board members are willing to participate in trainings and other learning experiences that supplement necessary skills and provide training in effective board practices and understanding of educational theory that

drives our school.

The Board will attend conferences and in-service opportunities for the purpose of training individual board members regarding their conduct, roles, and responsibilities to ensure all members have the necessary information and capacity to be effective. Training may include attending conferences whereby relevant governance training is available and additional trainings and workshops to be held at regularly scheduled Board meetings and retreat each year. Trainings may be provided by Voices legal counsel, the California Charter Schools Association, or other experts. Topics may include, but are not limited to, such items as:

- conflicts of interest;
- charter school legal compliance;
- Brown Act;
- special education; and
- budget and finance.

Board Meetings and Duties

The Board of Directors or the Charter School will meet regularly and in accordance with the Brown Act. The Governing Board shall be responsible for decision-making concerning the operation and fiscal affairs of Voices. The Board shall ultimately be responsible for the operation and activities of the Charter School. The primary roles and responsibilities include:

- Oversee implementation of the Charter, as well as state and federal guidelines;
- Follow policies and procedures regarding self-dealing and conflict of interest as laid out in the bylaws;
- Adopt, implement and interpret Board policies;
- Hold the Executive Director accountable for the academic and fiscal responsibility of the Charter School;
- Allocate funds equitably;
- Approval of hiring, discipline, and removal of the executive director;
- Adopt Charter School specific budget;
- Approval of overnight or out of state field trips;
- Approval of charter amendments;
- Approval of contractual agreements;
- Act as a hearing body and take action on student expulsion appeals;
- Advocate on behalf of the Charter School by working to fundraise and establish partnerships with community organizations, institutes of higher learning, non-profit foundations and corporate entities that support education through noncommercial relationships.

The Board intends to hold Regular meetings in each of the counties in which it operates schools to ensure local participation from each charter school that it operates. The Board may initiate and carry on any program or activity or may otherwise act in any manner which is not in conflict or inconsistent with or preempted by any law and which are not in conflict with the purposes for which schools are established.

The Charter School shall comply with the Brown Act.

The Charter School has adopted a Conflict of Interest Code which complies with the Political Reform Act, Corporations Code conflict of interest rules, and which shall be updated with any charter school specific conflicts of interest laws or regulations. As required, the Conflicts Code will be submitted to the County Board of Supervisors for approval.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

Executive Director

The Executive Director shall be the Chief Executive Officer of the corporation and shall, subject to the control of the Board of Directors, supervise and control the affairs of the Corporation and the activities of the employees of the Corporation. The Executive Director shall perform all duties incident to the office and such other duties as may be required by law, by the Articles of Incorporation, by these Bylaws, by the Charter School's Charter, or which may be prescribed from time to time by the Board of Directors.

- The Executive Director shall carry out the policies of the Corporation and the decisions of the Board of Directors.
- He or she shall propose policies for adoption by the Board and provide comments and recommendations regarding policies presented by others to the Board.
- He or she shall be expected to anticipate the developing needs of the Corporation, charter schools and the community, both short- and long-term, and to interpret those needs and changes for the Board.
- He or she shall be responsible for keeping the Board well informed on all matters pertaining to the Corporation at all times.
- The Executive Director, or his or her designee, shall be an ex-officio member of all committees related to the CMO.
- At each regular meeting of the Board of Directors, the Executive Director shall make a report of the Corporation, and shall present an annual report of the Corporation's activities at the annual meeting of the Board of Directors.
- The Executive Director shall be responsible for coordinating the screening, interviewing and hiring, promotion, discipline and dismissal of the full-time teaching faculty, part-time teachers, and all other Charter School and CMO staff, setting salaries within the minimum and maximum limits established by the Board of Directors, and shall conduct or cause to be conducted annual reviews of all personnel.
- The Executive Director shall be responsible for all required reporting to authorizer(s) and

the California Department of Education. Except as otherwise expressly provided by law, by the Articles of Incorporation, by the Bylaws, or by the Charter School's Charter, the Executive Director shall, in the name of the Corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board of Directors.

- The Executive Director shall carry out the duties of the position consistent with the mission and vision of the School, and shall lead by example in implementing the various principles enunciated in the Bylaws and the Charter.

The Principal

The Principal will be the leader of the Charter School. The Principal will ensure that the curriculum is implemented in order to maximize student-learning experiences. The Principal must report directly to the Executive Director, ands/he is responsible for the orderly operation of the Charter School and the supervision of all employees in the Charter School.

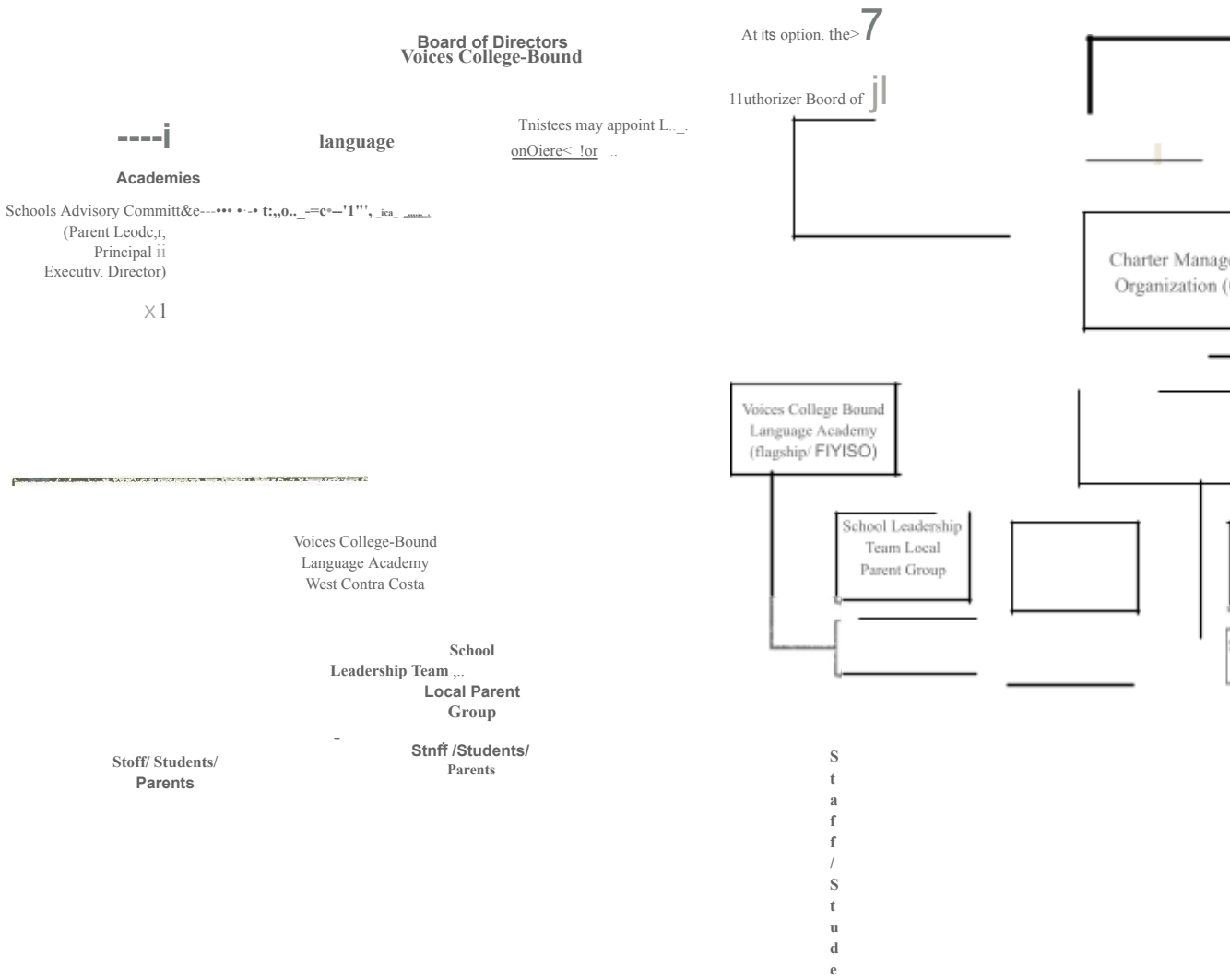
The Principal shall perform assigned tasks as directed by the Charter School Board of Directors and shall be required to undertake some or all of the tasks detailed below. These tasks may include, but are not limited to, the following:

- Ensure the Charter School enacts its mission;
- Supervise and evaluate teachers and staff;
- Communicate and report to the Executive Director and Board of Directors;
- Oversee school finances to ensure fmancial stability;
- Participate in and develop professional development workshops as needed;
- Serve or appoint a designee to serve on any committees of the Charter School;
- Ensure compliance with all applicable state and federal laws and help secure local grants;
- Communicate with parents, recruit new families and students, and assure families of academic growth;
- Take responsible steps to secure full and regular attendance at school of the students enrolled in accordance with policies established by the Board of Directors;
- Complete and submit required documents as requested or required by the charter and/or Charter School Board of Directors and/or the District;
- Identify the staffmg needs of the Charter School and offer staff development as needed;
- Maintain up-to-date financial records;
- Ensure that appropriate evaluation techniques are used for both students and staff;
- Establish and maintain a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables;
- Hire qualified substitute teachers as needed;
- Ensure the security of the school building;
- Promote the Charter School in the community and promote positive public relations and interact effectively with media;
- Encourage and support teacher professional development;
- Attend District meetings as requested by the District and stay in direct contact with the District regarding changes, progress, etc.;
- Attend meetings of the District on oversight issues as requested by the District;

- Provide all necessary financial reports as required for proper attendance reporting;
- Develop the school annual performance report, the SARC, and the LCAP;
- Manage student discipline, and as necessary participate in the suspension and expulsion process;
- Participate in IBP meetings as necessary.

The above duties, with the exception of personnel matters, may be delegated or contracted as approved by the Board of Directors to a business administrator of the Charter School, other appropriate employee, or third party provider.

Organizational Chart



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Parental Involvement

Voices WCC believes that parent engagement is key to students' success. However, no parent involvement plan shall require mandatory service from parents, and under no circumstances shall any student suffer any adverse consequences, including without limitation, denial of admission or readmission, based upon a parent's level of service to or other contribution to the Charter School.

We recognize that every parent is able to be involved at different levels due to individual specific family, work, cultural reasons and even health issues. The definition of parent involvement that Voices WCC values above all else is parental concern and home support of the Charter School's efforts to educate the student through love, nurturing and good parenting. Therefore, two levels of parent involvement, formal (those tied more explicitly to Charter School governance) and informal (participation in educational opportunities), will be made available to parents. Parents are expected to exhibit:

- Commitment and willingness to fulfill the parent agreement (attached as Appendix AF).
- Commitment and willingness to adhere to and support all policies as outlined in the Voices College-Bound Language Academy Family Handbook (see Appendix AG).
- Two-way communication between the Charter School and home regarding the education and well-being of the student.

Parents may also participate in the Charter school through opportunities such as:

Informal	Formal
• Tutoring	• English Leamer Advisory Committee, CAC, Voices Parent Advisory Committee (VPAC)[13]
• Homework Center	• Safety Team
• Classroom volunteer	• Parent Leadership Development and Training
• Parenting classes	• Schools Advisory Committee
• Parent workshops	• Governing Board
• Parent-teacher conferences	

[13] Local group comprised of parents, teachers and administration that are responsible for such school level matters as fundraising, review of parent surveys, review of parent involvement opportunities, community celebrations and activities, audit of instructional practices and student achievement, etc.

• Family field trips • Community-building activities and celebrations • Plaza Comunitaria • Eighth grade Exit Interview Teams • Family orientation sessions • Prospective parent tours • Various other committees as deemed necessary	

Informal Opportunities:
Every attempt will be made to accommodate parents to allow them to participate in some capacity at the Charter School according to their schedules and interests. Parents will be surveyed as to what topics are of interest to them and to the best of our ability we will design and plan workshops to meet their needs. In addition, Voices WCC will add programs and opportunities in an ongoing basis as needs are assessed (see Appendix AH for sample parent event calendar). Notices will be placed on a community bulletin board at the Charter School and sent home with students in both English and Spanish every Tuesday {Tuesday Envelope).

Additionally, we will have a Parent Liaison who supports Voices WCC families locate the services they need. He or she will compile a community referral resource in order to direct families that require services. He or she will be able to connect families to food banks, counseling, and other community resources. After locating the appropriate resources, the Parent Liaison makes follow-up phone calls and home visits to ensure the family is able to, and continues to, access that resource.

Voices WCC will invite local community services, non-profit agencies and businesses to Charter School events to support our families' development. For example, a local dentist may come to our Back-to-School Night or New Student Orientation to provide families with information about dental care.

Parents are expected to attend two student conferences per year, where parents are provided with a copy of their student's report card with all academic standards. This report card is available in both English and Spanish, so all parents are able to access and understand these expectations. Classrooms will have academic standards or objectives posted, as well as a data representation wall, so students and families can track academic achievement. In this way, parents will be able to visually understand the progress their child is making relative to their peers and ultimate goals.

We also host yearly meetings for parents of CELDT and CAASPP test-takers so parents understand both what the test entails and what the score reports mean. All of these meetings provide families with an opportunity to understand the goal and their child's progress relative to that goal. Additional informal methods of parent communications will include:

- Report cards
- Phone calls home (informational from teachers, and satisfaction check-ins from liaison)
- Surveys (annual, parent-teacher conference, events, activities, workshops, etc.)
- Remind 101
- Tuesday envelope (weekly information)
- Website
- Social media
- Principal open door policy
- Auto call system

Parents at Voices WCC will be provided with opportunities to learn how to best support the success of their children as well as ways to develop as leaders in their own right. We will work to offer workshops and partnership with appropriate external agencies such as Building Blocks for Kids, First 5, Go Public Schools and the Latina Center, to name a few. The Parent Liaison and the Principal or designee will deliver workshops on topics of interest to the whole school community such as bullying, CCSS, and internet safety, etc. Furthermore, each grade level team will design and facilitate at least two parent workshops over the year which focus on grade specific content. Voices WCC workshops are given in English and Spanish and child care will be provided.

Another way that parents are encouraged to participate in their child's life is through Family Field trips. Each grade level plans at least one trip a year that happens on a weekend. Teachers will choose locations, activities or events that most students in the community would not likely visit or be exposed to. Parents will learn about opportunities in the community to enrich their child's life and learn along with their children. Teachers will model how to interact with students with high level questions and discussions.

Formal Opportunities:

The Charter School strongly believes that the voices of all stakeholders are vital to the excellence and development of the Voices community. This belief is reflected in its governance structure, parent engagement and leadership opportunities. Moreover, we recognize that many of the parents in our community have been marginalized and their voices are unheard. Many may have had limited education and leadership opportunities or are non-English speakers. We strongly believe that those things that dominant society often considers a deficit (language, cultural practices, etc.) are a strength, an asset that Voices families bring with them. As such, we have established processes for parent empowerment and leadership development to ensure parent voice and influence at all levels of Charter School decision-making.

The Charter School community will be kept informed regarding school-wide and sub-group specific issues through written materials, website, and public forums such as the Parent Leadership Team meetings, ELAC, CAC, and VPAC community meetings which are held on site. The whole-school parent community will participate in electing fellow parents, as applicable, to leadership positions within these groups. These elected leaders, as well as all other parent leaders who wish to, will have opportunities to develop through leadership trainings provided by the Charter School or arranged with outside agencies. Individual parent leaders will also be encouraged to consider participation at the Schools Advisory Committee. The Schools Advisory Committee will be comprised of at least one parent leader from each charter school in the network, the Principal from each charter school, and the Executive Director or designee. Their primary purpose is to communicate local issues at the organizational level and serve as advisors to the Board. The committee will meet at least three times per year at a location and time determined by the committee. The Schools Advisory Committee will also be afforded training opportunities to further their expertise and knowledge base regarding such topics as school funding and laws.

Voices' parent Safety Team will assist administration with ongoing facilities inspections.

Parent Leadership Development and Training is aimed at equipping parents with the tools and mindset necessary to be successfully civically engaged in their school, community city and state. Parents develop their own learning culture, much like teachers and students. They receive training and coaching from Voices' Parent Engagement Manager and they, in turn, provide information and teaching to the broader school community at Community Gatherings.

Element 5: Employee Qualifications

Governing Law: The qualifications to be met by individuals to be employed by the school. Education Code Section 47605(b)(5)(E).

Voices WCC will hire teachers, school support staff and administrative staff as the Charter School grows and needs arise (see Appendix AI for job descriptions of key employees). Due to the start-up nature of the Charter School, responsibilities will be subject to change at any time. A single individual may assume the responsibilities of more than one position, or staff may be shared between Voices schools. In addition, Voices may contract with outside vendors for business services, legal consultation and facilities expertise as needed.

General Requirements for All Employees

A high level of effort and commitment is needed by the staff of Voices WCC. Service at Voices WCC is regarded as a privilege. Every employee must consider it an honor to be in the presence of children. All employees must fully support the mission, vision and values of the Charter School and must be willing to actively and enthusiastically participate in a professional learning community. Additionally, all staff must demonstrate a strong desire to teach an academically rigorous curriculum and have an unswayable belief that all students can achieve at high levels. Therefore, it is expected that applicants for positions at Voices WCC measure up to the highest standards. Every employee shall sign and adhere to the Commitment to Excellence Form (attached as Appendix AJ).

Qualifications of the Principal

Besides being responsible for planning, coordinating, supervising the day-to-day business operations of a school and instructional program, the Principal is responsible for the instructional leadership of the Charter School including evaluation of all certificated and non-certificated personnel; planning and implementing staff development; managing, monitoring, analyzing, taking action, and evaluating those actions based on a variety of data sources (statistical, anecdotal, observational, etc.). The Principal responsibilities also include, but are not limited to those outlined in the job description.

The Principal of Voices WCC must have educational experience and a direct knowledge of the curricula, techniques, and expectations of the profession. More specifically, the Principal must have experience with Dual Immersion Programs and/or English Learners. The Principal must be committed to the best education possible for all students and must be able and willing to work cooperatively with staff, the students, and the community. The Principal must also have leadership qualities and a vision consistent with the Charter School's mission and educational program.

Candidates for Principal shall be screened, interviewed by the Executive Director (or his or her designee), and hired by the Board of Directors. The Principal shall report to the Executive Director and be accountable to the Board of Directors.

We will contract with an organization such as Innovate Public Schools'[14] Start-Up Schools

[14] http://innovateschools.org/

Fellowship Program or the New Leaders[15] [29] to provide this professional development for future Voices principals and other leaders.

Qualifications of Teachers

All teachers of core, academic subjects at Voices WCC shall hold an appropriate Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in other public schools would be required to hold pursuant to Education Code Section 47605(1).

Teachers shall hold a Bachelor's Degree and prior teaching experience is desirable. Additionally, the Charter School will hire teachers who are bilingual Spanish speakers (if their position demands it), have a desire to teach English Learners, historically underserved communities, and have an appropriate credential with authorization as outlined in Figure 5.0 below. The Charter School will maintain a current copy of teacher certificates on file and ready for inspection at the CMO office. The CMO Human Resources Department will monitor compliance and assignments at least once per year and report to principal in a timely fashion.

Voices reserves the right to hire or retain non-certificated instructional school support staff for noncore, noncollege preparatory courses (core is defined as English, math, social studies, and science), if that prospective staff person has an appropriate mix of subject matter expertise, professional experience, and demonstrated capacity to work successfully in such capacity. All non-instructional support staff will possess experience and expertise appropriate for their position.

Voices WCC may also hire or retain non-certificated instructional support staff (Associate Teachers) to support core or college prep subjects. In such instances, the instructional support staff will meet one of the following qualifications: two years of higher education study, an associate degree or higher, or a passing score on a formal state or local academic assessment that demonstrates the ability to assist in teaching reading, writing, and mathematics.

Itinerant Staff and Agencies

All individuals and agency staff shall be qualified to provide education services as required by the Education Code and the IDEA as applicable.

Non-Certificated Administrative Staff

Voices College-Bound Language Academies employs or retains non-certificated administrative staff to be responsible for administrative duties, including record keeping, office management, and other non-instructional duties as assigned. The administrative staff shall possess experience and expertise appropriate for their position within the Charter School as outlined in their job description.

[15] http://www.newleaders.org/what-we-do/emerging-leaders-program/

Professional Development
Teachers will be provided with one hour of professional development, data meeting or Intellectual Preparation time each day. Mid-day block not only affords teacher with the time need to learn and collaborate as professional that has been proven to directly correlate with hi h student achievement, but also provides time for student intervention and enrichment activities.[3]

Voices WCC teachers will engage in continuous, professional development and in cycles of inquiry based on the following essential questions:

- Has anything changed for my students because of the ACTION I have taken?
- Were learning goals actually reflected in the outcomes of student work?
- How do I know my students have learned?
- What do I do when students don't learn?
- What do I still need to learn to better serve my students?

Teachers will be supported in their professional growth with ample time for planning and collaboration and resources for improving instruction. Professional development will be lead mutually by teachers, the academic coach, and the Principal, who serves as the instructional leader. Professional development time is driven by the Principal's classroom observations, student data and teacher needs. Regularly scheduled professional development time is used to read articles, books and research and discuss findings and application to Charter School. This type of research leads to the development of a common language shared by both administrators and staff, which in tum helps us realize our school mission and vision. Other time is devoted to data analysis, looking at student work, community building, and collaborative planning of lessons, units, and curriculum.

In addition to regular school year professional development, teachers will also engage in a 2-week summer retreat/in-service. This time is dedicated to understanding and fostering school culture, explicitly stating high expectations for all, curriculum mapping, scope and sequence development, unit development, standards deconstruction and to other yearlong school wide planning.

Staff Observations
The Principal or designee is responsible for observing and supervising all Charter School staff. The Principal or designee conducts both formal and informal observations. Informal observations may consist of daily classroom walk-throughs, review of lesson plans, observation of interactions with fellow staff and contributions to professional conversations.

Teacher Evaluation
Voices Flagship (with teacher, administrator and Board input) examined a new approach to evaluate the performance of teachers. This resulted in a Teacher Performance Rubric and procedure for teacher evaluation. Successfully increasing student achievement requires creating and sustaining organizational structures in schools that focus on assessing and improving teaching and learning. Teacher evaluation is one of those structures.

The rubric provides a detailed view of the professional practice that teachers are expected to demonstrate. These standards define the skills, knowledge, professionalism, and expertise that are expected of teachers at Voices WCC. It is against these standards that teachers are evaluated annually.

Voices recognizes that teachers are also learners and need a collegial and supportive atmosphere in order to thrive. We believe that a teacher evaluation process that focuses on teachers working in partnership with supervisors is more effective than traditional evaluation procedures. Consistent with the movement for standards for students, this approach starts with a comprehensive model or description of what teachers should know and be able to do, represented by explicit standards covering multiple domains and including multiple levels of performance defined by detailed behavioral rating scales.

Voices implements a standards-Based Teacher Evaluation System to:

- Ensure high student achievement;
- Align mission, vision, and goals with practice;
- Foster opportunity for professional growth and constant learning;
- Establish common understanding of teaching expectations;
- Develop a more explicit internal accountability focus to support the external accountability required by the Charter School's charter and public accountability; and
- Provide guidance for teacher's efforts to improve practice.

The rubric promotes an evaluation system in which the type of bonus pay a teacher receives depends upon knowledge, skill, and performance. This is intended as a cooperative process, with the responsibility for documenting and tracking accomplishments shared by the teacher and the evaluator. Teachers are encouraged to keep a Professional Portfolio.

Yearly Procedures

1. Principal or designee provides a copy of the Knowledge and Performance Rubric to the teacher.
2. Principal/designee will have conducted a minimum of one observation visit.
3. Pre-Evaluation Conference -The teacher conducts a self-evaluation and meets with the Principal or Designee to discuss the preliminary rubric standing.
4. The first Rubric evaluation is completed by the principal /designee and provided to the teacher.
5. Principal/designee will conduct at least two additional observation visits.
6. The final Rubric evaluation is completed by the Principal /designee and provided to the teacher.

Other Staff Evaluations

Evaluation procedures will be conducted in a manner established by the administration and approved by the Board. Procedures will include supervision and evaluation, self-evaluation, and professional goal setting.

Element 6: Health and Safety Procedures

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 4423 7. *Education Code Section 47605(b)(5)(F).*

Voices WCC will follow clear procedures to ensure the health and safety of pupils and staff. Voices WCC will adopt and implement site-specific comprehensive health and safety policies and procedures and risk management policies in consultation with insurance carriers and risk management experts. Health and safety policies will be annually updated and reviewed. These policies will be distributed to all staff and families.

The Charter School is committed to providing and maintaining a healthy and safe work environment for all employees. Employees will be required to know and comply with the Charter School's general safety rules and to follow safe and healthy work practices at all times. Employees will be required to immediately report to their supervisor any potential health or safety hazards and all injuries or accidents. In compliance with Proposition 65, the Charter School will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

All staff members will also be well versed in established safety and emergency precautions, including Code Red (intruder alert), Code Blue, and fire and earthquake drills. Staff members, including yard duties and clerical workers, are required to attain CPR and First Aid certification and maintain these credentials. In addition, teachers will be required to complete online Safe Schools seminars related to emergency situations, including how to properly proceed in the presence of blood-borne pathogens, first aid, child abuse reporting, and playground safety. Trainings will be differentiated according to the position the staff member holds at Voices WCC. Additionally, all recommended safety drill procedures and evacuation maps are posted in all classrooms.

Tuberculosis Risk Assessment and Examination
Employees will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

Procedures for Background Checks
Employees and contractors of the Charter School will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining criminal record summary.

The Human Resources Manager of the CMO shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Executive Director shall monitor the fingerprinting and background clearance of the Human Resources Manager. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct

supervision of a credentialed employee.

First-Aid and CPR Training
All individuals working with children or in a classroom setting (i.e. core teachers, advisors, non core teachers, Principal, school assistants, yard duty) must receive, renew, and maintain basic first-aid and Cardiopulmonary Resuscitation ("CPR") certification by the first day of school for students.

All new teachers are required to complete one approved three-hour course in CPR and one approved three-hour course in first aid before their first official day of school. All continuing teachers are required to take a refresher course in both CPR and first aid.

Role as Mandated Child Abuse Reporter
All employees will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

On-Line Safety Training
The safety of all employees and students is of utmost importance. We will offer the SafeSchools professional development and training courses to our staff. All employees will be required to receive certain mandatory trainings each year. These courses are informative and helpful in maintaining safe working conditions for employees and students. The trainings are offered online, and most are also offered in Spanish.

Communicable, Contagious, or Infectious Disease Prevention Policy
The Charter School recognizes its shared responsibility with the home and the community to promote appropriate disease prevention procedures in the handling and the cleaning up of blood and body fluids.

The Board desires to protect the entire Charter School community without segregation, discrimination or stigma. Accordingly, infectious disease prevention shall be taught regardless of whether a student or adult is known to have an identified infectious disease.

All students and employees shall be provided appropriate periodic instruction in basic procedures recommended by the California Department of Education and other public health agencies and associations.

Incidence and transmission of communicable diseases will be further limited through a rigorous program of immunization and health screening required of all students, faculty, and staff. (See Immunizations/Physical Exams). Students found to have communicable diseases will be included in all activities deemed by a physician to present no hazard of infection to other students.

Drug Free/Alcohol Free/Smoke Free Environment
The Charter School shall function as a drug, alcohol and smoke free workplace.

Diabetes
The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

Exposure Control Plan for Bloodborne Pathogens
The Charter School shall meet state and federal standards for dealing with bloodbome pathogens and other potentially infectious materials in the workplace. The Board shall establish a written "Exposure Control Plan" designed to protect employees and students from possible infection due to contact with bloodborne viruses, including human immunodeficiency virus **("HIV")** and hepatitis B virus ("HBV").

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Vision, Hearing, and Scoliosis
Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450 et *seq.* as applicable to the grade levels served by the Charter School.

Immunizations
All enrolled students and staff will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

Administration of Medication in School
The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school.

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Emergency Preparedness
The Charter School shall adhere to an Emergency Preparedness Handbook drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. This

handbook shall include, but not be limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations.

Facility Safety
The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001 and in conjunction with the District (if at District facilities).

Comprehensive Discrimination and Harassment Policies and Procedures
The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, pregnancy, physical or mental disability, childbirth or related medical conditions, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance, or regulation.. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

Element 7: Means to Achieve Racial and Ethnic Balance

Governing Law: The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Education Code Section 47605(b)(5)(G).

Voices WCC believes that a wide cross section of students with a variety of life experiences adds to the learning experience of all. Students will learn to value and respect diverse experiences and people.

Voices WCC will ensure that all West Contra Costa Unified School District residents are given an equal opportunity to apply for enrollment. We will assure that those students with lower academic achievement levels are informed of the option for Charter School enrollment through targeted recruitment efforts in locations and through means likely to reach this target population. We are committed to serving any child who wishes to attend Voices WCC and our recruitment efforts will include specific outreach to English Leamer, and socio-economically disadvantaged populations.

Voices WCC will engage a variety of means and strategies to strive to achieve a racial/ethnic

balance reflective of the general population of the District. These strategies will include:

- Develop promotional materials, such as brochures, flyers, and advertisements in English as well as Spanish.
- Cultivate and develop diverse, multicultural community relationships, build and seek trust and reciprocity with community members, families, community leaders and influencers.
- Outreach efforts via Neighborhood Councils, community organizations, churches and other leadership organizations.
- Visit Richmond Head Start programs, social service agencies, clinics such as Brookside Community Health Center, city community centers such as Nevin, Booker **T** Anderson and Shields Reid, religious organizations, and other community organizations, such as Latina Center, First 5 branches and BBK to share information about the Charter School.
- Attendance and participation at local events, summer camps and community activities to promote the Charter School and to meet prospective students and their families.
- Distribute promotional material to local businesses, branches of the Richmond Public Library, and resource centers.
- Cultivation of a media presence by inviting local television, radio and print media to visit the school and learn about the instructional program, such as East Bay Times, Richmond Pulse, El Observador, La Voz.
- On-going updates to Voices WCC's social media pages and website.
- Community/neighborhood walk-throughs and door to door canvassing.
- Open house and tour visits for prospective parents.

Voices WCC will document its outreach efforts, and analyze the information to evaluate if we have met our enrollment targets. On an on-going basis, the Charter School will utilize this information to refine its outreach efforts. Voices WCC will conduct the following recruitment monitoring efforts:

- Maintain enrolled student demographic information on a student information system.
- Keep on file documentation of the efforts made to achieve racial and ethnic balance.
- Convene the Schools Advisory Committee to yearly analyze the effectiveness of recruitment strategies by reviewing applicant pool and enrollment data.

Element 8: Admission Requirements

Governing Law: Admission requirements, if applicable. Education Code Section 47605(b)(5)(G).

The Charter School shall be nonsectarian in its programs, admissions policies, and all other operations and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220.

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state.

Voices WCC will actively recruit a diverse student population of students from the District who understand and value the Charter School's mission and are committed to the Charter School's instructional and operational philosophy. Prospective students and their parents or guardians are briefed regarding the Charter School's instructional and operational philosophy and informed of the Charter School's student-related policies during community open houses.

Students wishing to attend Voices WCC must follow the Charter School's admission procedures with respect to completing applications and enrollment forms and documents by the announced deadlines, and must attend an enrollment informational meeting after notification of admission. Such meetings will occur multiple times, and will be held during the day, evenings and weekends to accommodate parent schedules. Should a parent be unavailable for a scheduled meeting, a private appointment may be arranged, to accommodate the parent/guardian's convenience. Late return of enrollment documentation, following notification of admission, will result in loss of place on the admission list and placement at the end of the waiting list.

The Charter School will establish an annual recruiting and admission cycle, which includes reasonable time for all of the following: (1) outreach and marketing, (2) tour sessions for parents,
(3) open enrollment and application period, (4) public random drawing ("lottery") if necessary, and (5) enrollment. The Charter School will fill vacancies or openings that become available after this process using a waiting list.

Figure 8.0 - Anticipated Open Enrollment, Application, Drawing, Admission, and Enrollment Process (2018 and forward)

January-February	Open enrollment: Application forms available in Charter School office or other publicized and accessible location and online at the Charter School's website. Prospective parent tours scheduled and publicized.
End of February	Open enrollment closed: All application forms due to Charter School

Within two weeks of close of open enrollment	Public random drawing (if necessary).
Within a week of public random drawing	Admission notifications made.
Within two weeks of notifications	Mandatory Enrollment Information meetings or 1-1 meetings held
One month after enrollment packet handed out	Completed enrollment packets due back to the Charter School including, but not limited to: Proof of age, immunization records, Home language Survey, emergency medical information and parent agreement.

Public Random Drawing
Applications will be accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Following the open enrollment period each year, applications shall be counted to determine whether any grade level has received more applications than availability. In the event that this happens, the Charter School will hold a public random drawing to determine admission for the impacted grade level, with the exception of the following students, who are guaranteed admission[16] in the following school year.

- Students currently enrolled at the Charter School
- Siblings of students already enrolled or admitted into the Charter School
- Children of teachers or staff, not to exceed 10% of the total Charter School enrollment

Admission preferences in the case of a public random drawing shall be given to the following students:

- Students who reside in the District
- Students who qualify for free or reduced price meals

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be placed on the wait list in the order selected according to their draw in the lottery. The Charter School will accept applications for a specified period after the conclusion of the public random drawing. At the conclusion of this period, the Charter School will conduct a subsequent public random drawing and place students at the end of the waiting list in the order

drawn. This wait list will allow the option of enrollment in the case of an opening during the current school year. In no circumstances will a wait-list carry over to the following school year. Public random drawing rules, deadlines, dates and times will be communicated in English and Spanish in the application form, the Charter School's website, social media sites, and prospective parent tours.

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In the event of a public random drawing, the District shall make reasonable attempts to accommodate the growth of Voices WCC and shall not take any action to impede Voices WCC from expanding enrollment to meet student demand (Education Code 47605(d)(2)(C)).

Element 9: Annual Independent Financial Audits

Governing Law: The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(b)(5)(1).

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

Voices' audit committee will select an independent auditor. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the chief financial officer ofWCCUSD, the Voices audit committee, the State Controller, the County Superintendent of Schools, and the California Department of Education by December **15th** annually. The audit committee will review any audit exceptions or deficiencies and report to the Voices Board of Directors within 30 days with recommendations on how to resolve them. The Board will then submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same.

Any disputes regarding the resolution of audit exceptions and deficiencies will be referred to the dispute resolution process contained in this petition. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.
The independent financial audit of the Charter School is public record to be provided to the public upon request.

The Charter School will annually budget the necessary funds for the audit to be conducted.

Element 10: Suspension and Expulsion Procedures

Governing Law: The procedures by which pupils can be suspended or expelled. Education Code Section 47605(b)(5)(J).

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

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

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

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

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

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

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property.

g) Stole or attempted to steal school property or private property.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Knowingly received stolen school property or private property.

1) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school-sanctioned events.

q) Made terroristic threats against school officials and/or school property. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

s) Caused, attempted to cause, threatened to cause or participated in an act of hate

violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

t) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
111. Causing a reasonable student to experience substantial interference with his or her academic performance.
1v. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
i. A message, text, sound, video, or image.
ii. A post on a social network Internet Web site including, but not limited to:
(a) Posting to or creating a bum page. A "bum page" means an Internet Weh site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
(1) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1)above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the

purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(b) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of as electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1) A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purpose of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated

school employee, with the Principal or designee's concurrence.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.

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g) Stole or attempted to steal school property or private property.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.

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j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Knowingly received stolen school property or private property.

1) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.

n) Harassed, threatened, or intimidated a student who is a complaining witness or

witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

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r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.

t) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

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i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation and transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

i. A message, text, sound, or image.

ii. A post on a social network Internet Web site including, but not limited to:

(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil

who created the false profile.

iii. An act of cyber sexual bullying.

a. For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

b. For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a).

w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

If it is determined by the Administrative Panel that a student has brought a fire arm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus

or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter

School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal or Principal's designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing.
In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing.

D. Authority to Expel

A student may be expelled by an Administrative Panel following a hearing before it, and preceded by a recommendation for expulsion from the Principal. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil or a Board member of the Charter School's governing board. The Administrative Panel may expel any student found to have committed an expellable offense.

A student and his or her parent/guardian may appeal an expulsion decision by the Administrative Panel to the Charter School's Board, which will make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the pupil has committed an expellable offense and recommends the student for expulsion.

The Administrative Panel will hold a hearing on the case, and will make a determination whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;

2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;

3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;

4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;

5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;

6. The right to inspect and obtain copies of all documents to be used at the hearing;

7. The opportunity to confront and question all witnesses who testify at the hearing;

8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

2. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.

3. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

4. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

6. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

7. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.

8. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the

proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

I. If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact. The final decision by the Administrative Panel shall be made within ten (10) school days following the conclusion of the hearing.

If the Administrative Panel decides not to expel, the pupil shall immediately be returned to his/her educational program.

J. **Written Notice to Expel**

The Principal or designee, following a decision of the Administrative Panel to expel, shall send written notice of the decision to expel, including the Administrative Panel's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.
The Principal or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

K. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

L. Right to Appeal

Parents/Guardians may appeal the expulsion decision of the Administrative Panel by making a written request and submitting it to the Board within fifteen (15) school days of the expulsion

decision. The student will be considered suspended until a Board meeting is convened (within thirty (30) days), at which time the parent(s)/guardian(s) must attend to present their appeal. Reasonable accommodations will be made, and language support offered, for students and parents/guardians who wish to appeal. Following the appeal hearing, the Board will make a final decision based on the information presented at the appeal hearing by the parent(s)/guardian(s) (or student aged 18 or over) and information from the original expulsion hearing. The Principal or designee will send written notice to the student or parent/guardian of the Board's decision within seven (7) calendar days of the appeal hearing. The Charter School Board's decision to uphold the Administrative Panel's decision to expel shall be final.

M.Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

O. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board following a meeting with the Principal or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Principal or designee shall make a recommendation to the Board following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

P.

P. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who the Charter School or SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, (which could constitute a change of placement and the student's IEP would reflect this change) and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alterative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Principal or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
b. The parent has requested an evaluation of the child.
c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Element 11: Retirement Systems

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. Education Code Section 47605(b)(5)(K).

Voices WCC participates in the federal Social Security system for all employees and other Voices sponsored retirement plans as applicable.

The CMO's Human Resource Department is responsible for ensuring that appropriate arrangements for coverage, all mandatory deductions, and reports are made.

Element 12: Public School Attendance Alternatives

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(b)(5)(L).

No student may be required to attend the Charter School. Students who reside within the District who choose not to attend the Charter School may attend school within the District according to District policy or at another school district or school within the District through the District's intra and inter-district transfer policies. Parents and guardians of each student enrolled in the Charter School will be informed on admission forms that the students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

Element 13: Employee Rights to Return

Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(b)(5)(M).

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by the Charter School unless specifically granted by the District though a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of the Charter School will be considered the exclusive employee of the Charter School and not of the District, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

Element 14: Dispute Resolution Procedures

Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to the provisions of the charter. Education Code Section 47605(b)(5)(N).

Disputes Between the Charter School and the District
In the event that Voices WCC and WCCUSD have disputes related to the terms of this charter or future MOUs, the Charter School proposes:

The Charter School and the District will be encouraged to attempt to resolve any disputes with the District amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and the District, Charter School staff, employees and Board members of the Charter School and the District agree to first frame the issue in written format ("dispute statement") and to refer the issue to the District Superintendent and Executive Director of the Charter School, or their respective designees. In the event that the District Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the District to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the District's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent and Executive Director, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and Executive Director, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and Executive Director, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and Executive Director, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the District and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the District and the Charter School.

Internal Disputes
The Board of Trustees of the WCCUSD agrees to promptly refer all complaints regarding Voices WCC operations to the Charter School Principal or Voices Executive Director for resolution in accordance with Voices' adopted policies. The District shall not intervene in any such internal

disputes without the consent of the governing board of the Board of the Charter School. Parents, students, Board members, volunteers, advisors, partner organizations, and staff at Voices WCC will be provided with a copy of Voices' policies and dispute resolution process and will agree to work within it. Parents receive student discipline and Uniform Complaint Procedures on an annual basis in the Family Handbook which outlines both a formal and informal process for complaint resolution The Board has also adopted a separate Prohibition of Sexual Harassment Complaint Policy and procedure.

Element 15: Closure Protocol

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(b)(5)(O).

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of the Charter School, the District, the Contra Costa County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate, and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure notification to the parents and students of the Charter School of the closure and to provide information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of Charter School students. All records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed as soon as reasonably practical, which period is generally no more than six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by

the School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the dispositions of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the nonprofit benefit corporation. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a nonprofit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a nonprofit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in Appendix AK, the Charter school will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

Miscellaneous Charter Provisions

Business Management and Administrative Services
Governing Law: The manner in which administrative services of the school are to be provided. Education Code Section 47605(g).

Under the management of the Executive Director, the Director of Finance and Operations ("DFO") at the Charter Management Organization will assume the lead responsibility for financial matters at the Charter School under the policies adopted by and oversight provided by the Board of Directors. The DFO will work closely with the Charter School's Office Manager on the day-to-day financial management needs of the Charter School.

In the area of Finance, CMO's services may include, but are not limited to:

- Budgeting
- Fiscal Planning
- Vendor Services
- Personnel and Payroll Accounts
- Accounts Payable
- Attendance Tracking Systems
- Completion and Submission of Compliance Reports
- Monitoring adherence to the charter process and laws

Financial Position
Similar to the Voices Flagship, Voices Richmond Elementary (Voices Richmond) will successfully run a financially solvent organization from inception, through conservative fiscal practices. Voices Richmond will seek a loan from the California School Finance Authority under its Revolving Loan Fund program to assist with start-up expenditures. Should the Revolving Loan Funds not be made available, the Charter School will borrow needed monies from the CMO at the Applicable Federal Rates at the time of the loan with a repayment schedule of 36 months. Furthermore, the CMO has secured a $350,000 working capital line of credit from Heritage Bank of Commerce in San Jose as a vehicle to mitigate any significant state funding deferrals for its schools.

Budgeting
Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(g).

Reasonable estimations of all anticipated revenues and expenditures necessary to operate the school are based when possible on historical data from schools of similar type, size, and location.

Each spring, Voices Richmond will establish an annual budget, monthly cash flow projections, and a five-year financial projection. The Executive Director and the DFO will prepare the budget, and have the support of their CPAs. The Executive Director and the DFO will work with

the Finance Committee of the Board to ensure the budget meets the programmatic needs of the school within the anticipated revenue. The annual budget will include all estimated revenues and expenditures for the year, and will also include ample reserves to accommodate cash flow challenges.

Commitment to building reserves will be a priority to mitigate the risks of unexpected increase in expenses (i.e. increased special education needs, increased insurance costs, unanticipated facility needs, unexpected staffing costs) or a decrease in revenue (including variables in revenue stream across the calendar).

The budget development process will begin in March of the preceding fiscal year, and will continue through the Governor's May revisions of the California state budget. The budget and five-year projections will then be presented to the Voices Board of Directors for discussion and approval. A more detailed budget narrative is included in Appendix AK- Budget Narrative with budgetary highlights included as follows:

- The school will begin with 112 students in grades TK-lst, increasing enrollment annually by 56 students until it reaches capacity at approximately 504 students serving grade levels TK-8 by FY 2026-27. It is anticipated that approximately 72% of Voices Richmond students qualify for free and reduced lunch and 46% will be considered English Learners qualifying for supplemental grants under the LCFF calculations.
- Estimated annual student average daily attendance will be 97%. This is more conservative than Voices Flagship's rate (98%) where the leadership team has been able to maintain a high ADA since inception.
- The Charter School will maintain adequate staffing ratios which will include approximately two teachers per grade level, supplemented with two associate teachers through 4th grade. An associate teacher will also be shared across the middle school grades. There will also be an intervention teacher, academic coach, an Educational Specialist and SPED associate teacher. Furthermore, the Charter School will have a School Principal, Office Manager, Administrative Assistant, School Site Technician and Parent Liaison and will outsource Enrichment support.
- The Charter School will receive revenue from the following sources: state and local LCFF, state lottery funds, and federal title funds (Title I and Title III). In addition, the Charter School will apply directly for charter school start-up funds under the Public Charter Schools Grant Program, and has included $575K in funding over start-up and the first 2 years of operations in the financial model. Voices College Bound Language Academies has successfully applied for and received a start-up grant for the flagship, Voices Mt. Pleasant and Voices Morgan Hill K-8 schools in the Bay Area. Voices College Bound Language Academies is keenly aware that the start-up funding is not guaranteed and therefore provide alternative risk mitigating solutions including; I) Voices College-Bound Language Academies has an unsecured line of credit established with Heritage Bank of Commerce in the amount of $350,000 2) Voices College-Bound Language Academies has been successful in raising monies for the network and schools, and more importantly has been able to secure donors for school-specific needs such as providing short-term funding for facilities. Should the need arise; the Voices network has

strong philanthropic partnerships in the Bay Area that would be able to support Voices Richmond.

- The Charter School's financial model is extremely conservative in its revenue assumptions. The Charter School has also made expenditure inflation assumptions of approximately 2% for expenses and 2% for staffing increases, although these will be stepped based on experience and performance.
- Facility assumptions reflect a per pupil rent expense of $1,350 with offsetting grants receive under a state subsidized facility grant program (SB740) of the lesser of $750 per pupil, or 75% of total rent costs. The networks facility strategy is to seek relief under Proposition 39 that requires school districts make available, to all charter schools operating in their school district with projections of at least 80 units of average daily attendance (ADA), facilities that will sufficiently accommodate all of the charter's in district students, and that facilities be "reasonably equivalent" to other classrooms, buildings, or facilities in the district.[32] While a Prop 39 facility would be ideal Voices included rent expense in the financial model as a means to present the most conservative option.
- Little fundraising revenue has been included in the model. Per pupil fundraising at an average of $45/student has been included mainly to help cover some of the local field lessons.
- The Charter School will maintain a strong reserve position of 1% of annual expenditures.
- The Charter School will maintain a positive cash flow balance on a monthly and annual basis.

The accounting will be managed by the DFO at the CMO level. Under the direction of the CEO, all transactions will be tracked using a financial accounting software package. With the help of the external CPAs, the DFO will maintain the financial records and prepare financial reports for the CEO and for every meeting of the Board of Directors. These financial reports will also be provided to the school principal, to assist in ensuring that the school stays on track to meet budget targets. The CEO and the Treasurer of the Board of Directors will have authorization to sign all school checks, with all expenditures over $5,000 requiring both signatures.

Please refer to Appendix AK for multi-year financial projections. The projections include:

- A first-year budget (start-up year)
- A first-year cash flow
- Financial projections for the first five years of operations
- Cash flow for the first three years of operations
- A budget narrative

Financial Reporting

The Flagship's Board has developed policies and procedures including employee benefits, compensation, evaluations, dispute resolution, disciplinary actions, and student information systems that will be used at Voices Richmond Elementary.

Systems for Managing Cash Flow, Purchasing, Payroll, and Audits

There will be strict policies governing internal controls. These policies will ensure that the internal control mechanisms address legal compliance, conflicts of interest, whistleblower, signature authorities, and government access to records, accounting procedures, cash management, and budget development, financial reporting, property management and procurement. The Board of Directors will adopt procedures regarding the signing of checks. The Executive Director will deliver timely monthly financial statements for the Board of Directors at each regularly scheduled Board meeting. Policies will also be created regarding the deposit of funds and investment procedures.

Attendance Accounting

The Charter School will report attendance requirements to the District in a format acceptable to the District, the County and the State. Required reports regarding daily attendance will be completed and submitted to the requesting agencies.

Payroll

Voices Richmond will contract with a private third party vendor for full payroll services: tax withholdings and other benefit expenses from paychecks, filing the relevant returns with taxing authorities, and producing end-of-year income tax forms for employees according to the California School Accounting Manual.

Budget Allocation and Vendor Selection

The Board of Directors will be responsible for approving annual budgets, with substantial input from the CEO. The CEO will develop the budget proposals and will have the latitude in determining vendor selection and how funds are best used within budget categories. The Board of Directors will be responsible for long-range financial and facilities planning. Voices will work with an outside CPA / service provider for accounting and fiscal compliance services and to ensure compliance with state financial accounting procedures. As the network continues to grow, it will bring all accounting functions in-house.

Tools Used for Tracking and Reporting Financial Matters

Voices will use an accounting software package to aid in preparing the monthly financial reports and end-of-year audits. This computer system will be maintained by the DFO with external oversight from a CPA. The DFO will prepare financial reports (a Balance Sheet, Income Statement, and Statement of Cash Flows) for the CEO of Voices. With assistance from the DFO the external CPA will prepare regular financial reports according to GAAP and will submit them to the District as requested - On behalf of the school, the CMO will submit required interim reports including but not limited to:

- 20-day attendance report
- Attendance reporting (Pl, P2, Annual)
- Annual audit by December 15
- Unaudited financials by September 15
- Final budget no later than June 30
- Budget update by December 15 (1st interim reporting)

- Budget update by March 15 to reflect all changes (2nd interim reporting)

Voices Richmond will use a school database software package that is designed to integrate the tracking of student data, aligned to the state reporting requirements, attendance and student demographics and grading and instructional information.

Insurance

Voices Richmond will retain standard insurance policies such as board error and omissions, workers compensation and general liability (see Appendix AL). Furthermore, Voices Richmond will acquire any other insurance policies as necessary to responsibly run a successful school. The California Charter Schools Association joint powers association provided the insurance quote included in the financial model submitted for a growing charter school.

Impact on Charter Authorizer and Potential Civil Liability Effects

Administrative Services

Governing Law: Potential civil liability effects, if any, upon the school and upon the District. Education Code Section 47605(g).

Governing Law: The manner in which administrative services of the school are to be provided. Education Code Section 47605(g).

The Charter School is constituted as a California Public Benefit ("nonprofit") Corporation and is governed by a board of directors as described in the Charter School's charter. The Principal enjoys lead responsibility for administering the Charter School under policies adopted by the Board. Voices provides or procures most of its own administrative services independent of the District. These include financial management, personnel, and instructional programs development. The Charter School may purchase some services from the District (e.g. special education programs, food service, etc.), if the District and Charter School are mutually interested. The Charter School will define the specific terms and cost for these services in an annual operational agreement (or memorandum of understating).

Voices Richmond will minimize its impact on the District. The District has the right to monitor Voices Richmond in any manner permitted by law, including site visits and reviews of documents. The following impacts are restated here for clarity.

1. Enrollment: Voices Richmond will seek to recruit and enroll up to 504 students in grades TK-8. The Charter School expects that many of these students live within West Contra Costa boundaries.
2. District Services: Voices Richmond will meet with the District to discuss any services to be provided by District and the terms and conditions of the provision of such services. All such services would be sought on a fee-for-service basis. If the District is unable to provide any such services, or if Voices Richmond chooses not to purchase any services from the District, the Charter School will continue to operate and will not be hampered in meeting the goals and objectives of this charter.

3. Financial benefits: A supervisory fee of 1% of public funds, excluding funds secured by the charter school on its own behalf and restricted funds designated solely for specific purposes, is eligible for collection by the district for actual costs of oversight. This is based on the assumption that the District does not provide substantially rent free facilities to the Charter School. The operating budget reflects the maximum 1% allocation towards the District.
4. Facilities. Voices has included rent assumptions for facility space offsetting it with reimbursements from SB740.
5. The Charter School shall be its own local education agency ("LEA") and will apply directly for membership in a Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a). The Charter School LEA intends to apply to become a member of the Sonoma County Charter SELPA. The Charter School will provide related services (e.g. speech, occupational therapy, adapted P.E., nursing, transportation, etc.) by hiring credentialed and/or licensed employees, providers through private agencies, or independent contractors. The Charter School will be responsible for the hiring, training, and employment of site or iterant staff and agencies necessary to provide special education services to its students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists. The Charter School will abide by all caseloads applicable to charter schools. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements.
6. Legal Structure: The charter will be held by Voices College-Bound Language Academies, an independent non-profit corporation registered in the State of California. The operation of Voices Richmond will be contracted out to the CMO, which will be governed by a local board of directors.
7. Liability and Indemnity: Voices Richmond does not expect the District to assume any debt on behalf of the school. The school will have in force its own liability insurance and hold harmless and indemnify the District from all liabilities.

Facilities

Governing Law: The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate. Education Code Section 47605(g).

The charter school intends to seek the support of the WCCUSD in securing facilities under a Prop 39 agreement beginning in the Charter School's first year of operation, starting July 1, 2018, growing to a full enrollment of 504 students by the 2025-26 school year. These projections are estimates only and do not constitute official notification of facilities needs pursuant to Education Code Section 47614 or its related regulatory provisions.

The Charter School should be located on a single site or facility and be able to house all Voices WCC students as enrollment grows year over year, and be located in a central location within walking distance of several low socioeconomic status in Richmond/San Pablo neighborhoods; however, Voices is willing to consider any available WCCUSD building that would be appropriate for its needs.

It is anticipated Voices' would build facilities over a number of years to include ideal end-state components:

Facility Component	Requirement Description
Technology Infrastructure	Should support a state- of the art wireless computer network and its associated infrastructure (e.g. servers, routers, printers, electrical outlets, ample wired/wireless network access, etc.) and media hardware (overhead projection, screens, etc.). Network bandwidth should be able to support all authorized users without restriction.
Offices/Reception	Offices available for school administrative staff, and reception area to greet guests.
Staff lounge	A staff room set up to allow for staff breaks and meals
Restrooms	Sufficient restrooms to meet the needs of staff and students.
Learning Center	A room for intervention and pull out services. Office(s) needed for 1:1 assessment, counseling and instruction of special needs and intervention students.
Food Service Area/multipurpose room	Kitchen and food distribution facilities set-up to prepare, distribute, and consume breakfast and lunch for students. A space for formal and informal gatherings and presentations. **A** flexible space that can be deployed for school-wide Plaza meetings, exhibitions, events, **and** performances.
Playground(s)	Playground (s) needed for the appropriate grade/age spans.
Classrooms	A classroom for each class that is the appropriate space for the grade level/age and cooperative learning clustering.

In the event that the Charter School, for any reason, operates wholly or partially in facilities other than those provided by the District, it will secure appropriate private facilities within the District's boundaries and Voices shall ensure that prior to commencement of operations such facilities shall comply with the Federal Americans with Disabilities Act requirements, local building and zoning ordinances and that the Charter School has obtained permits under local ordinances for operating a school in such facilities. The Charter School will maintain readily accessible records documenting such compliance on file at the main office.

Transportation

Voices does not intend to provide transportation for students from home to school or school to home, except in order to comply with a student's IEP.

School Meals

The Charter School intends to provide meals to our students and will contract with a vendor to provide the food service. The Charter School will also contract with a Food Service Administrator (FSA) which shall comply with all Federal and State regulations regarding the National School Lunch Program. The specific Charter School and FSA responsibilities and roles will be delineated in an MOU with the FSA.

Inspection of Charter School
WCCUSD may inspect or observe any part of Voices WCC at any time with a 24-hour notice in order to limit school disruptions, with the exception of urgent and emergency situations.

Miscellaneous Clauses
Material Revisions
Any material revisions to this charter shall be, made by the mutual agreement of the governing boards of the Charter School and the charter-granting agency. Material revisions shall be made pursuant to the standards, criteria, and timelines in Education Code Section 47605.

Notices
All notices required or permitted by this petition shall be in writing and shall be either hand delivered, sent by facsimile, sent by US mail, postage prepaid, addresses as set forth on the signature page hereof. A notice shall be effective either when personally delivered, on the date set forth on the receipt of a facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

To Voices College-Bound Language Academy at:
Voices College-Bound Language Academies
Attn: Frances Teso
14271 Story Rd.
San Jose, CA 95127
fteso@voicescharterschool.com

To the District at:
West Contra Costa Unified School District
Attn: Matt Duffy, Superintendent
1108 Bissell Ave.
Richmond, CA 94801

Conclusion

In approving this charter, the District will be fulfilling the intent of the Charter Schools Act of 1992 to improve pupil learning; create new professional opportunities for teachers; and provide parents and pupils with expanded choices in education and following the directive of law to encourage the creation of charter schools. The Petitioners are eager to work independently, yet cooperatively with the District to establish the highest bar for what a charter school can and should be. To this end, the Petitioners pledge to work cooperatively with the District to answer any concerns over this document and to present the District with the strongest possible proposal for a five-year term from July I, 2018 through June 30, 2023.

Coversheet

Declaration of Needs

Section: VIII. Declaration of Needs
Item: A. Declaration of Needs
Purpose: Vote
Submitted by:
Related Material: DON_Flagship_2025-2026.pdf
DON_Morgan_Hill_2025-2026.pdf
DON_Mount_Pleasant_2025-2026.pdf
DON_Stockton_2025-2026.pdf
DON_West_Contra_Costa_2025-2026.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 Academy | District CDS Code: 43 69450 01132662

Name of County: Franklin-McKinley Elementary | County CDS Code: 43 69450 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 6/5/2025 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):

Name	Signature	Title
Felipe Deguer	DocuSigned by: Felipe Deguer 3A4C1166ACE4E7...	Special Projects and Credentialing Manager

Fax Number	Telephone Number	Date
	(408) 791-1609	4/16/2025

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

EMail Address: fdeguer@voicescharterschool.com

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 Teaching 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 Academi 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:

- 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 6/5/2025 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	DocuSigned by: Felipe Deguer	Special Projects and Credentialing Manager
Name	*Signature*	*Title*
	(408) 791-1609	4/16/2025
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)	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	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	
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? 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

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 Academi 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

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▶ ***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	DocuSigned by: Felipe Deguer 9A37DDD86ACE4E7...	Special Projects and Credentialing Manager
Name	*Signature*	*Title*
	(408) 791-1609	4/16/2025
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)	

Powered by BoardOnTrack

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ○ Yes ◉ No

If no, explain. There is not enough staff 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 Teaching 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 Academi 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 6/5/2025 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	DocuSigned by: Felipe Deguer 5E9A3DDD6ACE4E7...	Special Projects and Credentialing Manager
Name	*Signature*	*Title*
	(408) 791-1609	4/16/2025
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

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

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	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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EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ○ Yes ◉ No

If no, explain. 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 Teaching 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 Academi 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

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▶ ***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	DocuSigned by: Felipe Deguer 5A7DDB6ACE4E7...	Special Projects and Credentialing Manager
Name	*Signature*	*Title*
	(408) 791-1609	4/16/2025
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 _____

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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)	

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EFFORTS TO RECRUIT CERTIFIED PERSONNEL

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

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

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

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ○ Yes ◉ No

If no, explain. There is not enough staff 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

University of San Francisco

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