Voices College-Bound Language Academies

Special Board Meeting

Date and Time

Wednesday January 22, 2025 at 4:00 PM PST

Location

715 Hellyer Ave., San Jose, CA 95111
14271 Story Rd., San Jose, CA 95127
201 28th St., Richmond CA 94804
321 E. Weber St., Stockton CA 95202
16505 Monterey Rd, Morgan Hill, CA 95037
40 Henderson PA, Palo Alto, CA 94306
4313 Miranda Ave., Palo Alto, CA 94306
6840 Via Del Oro #160 San Jose, CA 95119
225 W. Santa Clara Street, Suite 1500, San Jose, CA 95113
16 Elston Court, San Carlos, CA 94070
5168 Summerhill Dr., Oceanside, CA 92057
2803 S Norton Ave., Los Angeles, CA 90018
16990 Barnell Ave., Apt A, Morgan Hill CA, 95037

Instructions For Presentations To The Board By Parents and Citizens
PUBLIC COMMENTS OF PERSONS DESIRING TO ADDRESS THE BOARD
SUBMIT PUBLIC COMMENT: http://bit.ly/voices-public-comment
At this time, members of the public may address the Board on any issue within the subject matter jurisdiction of the Board that is not listed on this agenda. Members of the public may also address the Board on an agenda item before or during the Board's consideration of the item. Submitted comments may be read into the record to the extent practicable based upon factors such as the length of the agenda and available time. Comments received within the window of the board meeting whether read or not, will be shared with the board and noted in the minutes.

Individual commenters are limited to a single comment per agenda item.
Public comments will be accepted prior to, and during the board meeting, subject to limitations discussed here. Comments may be read in the order received and will be accepted up to the point each agenda item is heard, acted upon or when the Board President has completed the call for public comment on that agenda item. Comments submitted during the board meeting but after the agenda item has been called for a vote, or has already been completed will not be read publicly, but may be entered into the record.
Comments should be limited to 400 words or less, and will need to be readable within the time allocated for each comment. These presentations are limited to no more than 15 minutes total and 3 minutes per person. A full comment may not be read if the length of time to read the comment exceeds the designated limit. No action can be taken on an item not on the agenda at this time but may be referred to the administration or put on a future agenda.

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1. When addressing the Board, speakers are requested to state their name and address and adhere to the limits set forth.
2. Any public records relating to an agenda item for an open session of the Board which are distributed to all, or majority of all, of the Board members shall be available for public inspection at 6840 Via Del Oro, Suite #205. 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 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.

Note:
SPANISH TRANSLATION: If you need Spanish audio translation in order to access the Voices Board meeting, please send a request to fdeguer@voicescharterschool.com or call Felipe Deguer a (669) 208-5641 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 fdeguer@voicescharterschool.com or call Felipe Deguer at (669) 208-5641 Ex 1052 at least 24 hours before the start of the meeting.

Si necesita traducción de audio al español para acceder a la reunión de la Mesa Directiva de Voices, envíe una solicitud a fdeguer@voicescharterschool.com o llame a Felipe Deguer a (669) 208-5641 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 fdeguer@voicescharterschool.com o llame a Felipe Deguer a (669) 208-5641 por lo menos 24 horas antes del inicio de la reunión.

Agenda

		Purpose	Presenter
I.	**Opening Items**		
	Opening Items		
A.	Record Attendance and Guests		Kim Wisckol
B.	Call the Meeting to Order		Kim Wisckol
C.	Approve Order of Agenda	Vote	Kim Wisckol
D.	Public Comment (on items not on the Agenda)		

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 directions to staff following a presentation.

II.	**Board Business: Consent Items**		
A.	Contract Ratification	Vote	

San Diego South County SELPA - (Amended to increase the support provided to Voices) High dosage tutoring support

B.	Approve Contract	Vote	

L.Ramirez - Amended to include additional STRS processing support

III. Closed Session

1. Conference with Legal Counsel - Existing Litigation (Paragraph (1) of subdivision (d) of Section 54956.9)
   Name of case: (VOICES v. ARCH INSURANCE COMPANY, Santa Clara County Superior Court Case No: 22 CV 399500)
2. Conference with Legal Counsel - Existing Litigation (Paragraph (1) of subdivision (d) of Section 54956.9)

Purpose Presenter

Name of case: (M.G. A MINOR BY AND THROUGH HER GUARDAN AD LITEM KIARA CORONADO v. VOICES COLLEGE-BOUND LANGUAGE ACADEMIES, VOICES COLLEGE-BOUND LANGUAGE ACADEMY (WEST CONTRA COSTA), WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT, CONTRA COSTA COUNTY OFFICE of EDCUATION, Contra Costa County Superior Court Case No: C24-02735)

IV. Reconvene Open Session

Report on action taken in closed session

V. Closing Items

A. Adjourn Meeting Vote Kim Wisckol

Coversheet

Contract Ratification

Section:	II. Board Business: Consent Items
Item:	A. Contract Ratification
Purpose:	Vote
Submitted by:	
Related Material:	DRAFT Voices Charter SOS 2024-25.pdf Voices Charter Contract-Amendment (1).pdf

2024-25 Proposed Year Project Scope

LEA: Voices College-Bound Language Academies
SELPA Contact(s): Barby Castro, Executive Consultant
Dates: January 2, 2025 - June 30, 2025

Focus Areas/Deliverables

To build a High Dose Tutoring Program to include:

- Up to 128 hours of
  - content development
  - planning
- Up to 64 hours of
  - coaching/consultation
  - PD development

Rates

South County SELPA will collaborate with LEA to select days and times that accommodate the district's calendar/schedule.

Service	Hrs	Price ($)
High-Dose Tutoring Program	96	$200
Total Price ($)		$19,200

* *Consultation rates may increase with additional schools*
***Travel is not included in the above rates. If travel is requested, any associated travel cost is calculated based on SDCOE approved travel procedures and rates and would be invoiced separately.*

DRAFT

AMENDMENT TO AGREEMENT

This Amendment to Agreement (this "**Amendment**") is dated as of December 16, 2024 and is made by and between the San Diego County Superintendent of Schools ("**SDCOE-SC SELPA**"), and Voices College Bound Language Academies ("**Contractor**"). County and Consultant may be collectively referred to as the "**Parties**":

This Amendment is made with reference to the following facts and objectives:

A. SDCOE-SC SELPA and Contractor are parties to County Agreement No. C23241705 dated July 10, 2024. The Original Agreement and all prior Amendments may be collectively referred to as "**Agreement**".

B. The Parties wish to amend the Agreement as stated below.

   a. Amend current contract dates to extend through June 30, 2025.

   b. Increase total contract amount by $19,200, proposed scope attached.

C. All terms not specifically changed by this Amendment shall remain in full force and effect as stated in the agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth below.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the effective date set forth above.

SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS	**CONTRACTOR**
	Aldo A Ramirez Digitally signed by Aldo A Ramirez Date: 2025.01.07 07:35:02 -08'00'
By (Authorized Signature)	By (Authorized Signature)
Michael Simonson	Aldo A. Ramírez
Name (Type or Print)	Name (Type or Print)
Deputy Superintendent, Chief Business Officer	Chief Executive Officer
Title	Title

Coversheet

Approve Contract

Section: II. Board Business: Consent Items
Item: B. Approve Contract
Purpose: Vote
Submitted by:
Related Material: Independent Contractor Agreement L.Ramirez.pdf

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

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.

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: _____ **By:** _____
VCBLA

Dated: _____ **By:** _____
CONTRACTOR

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